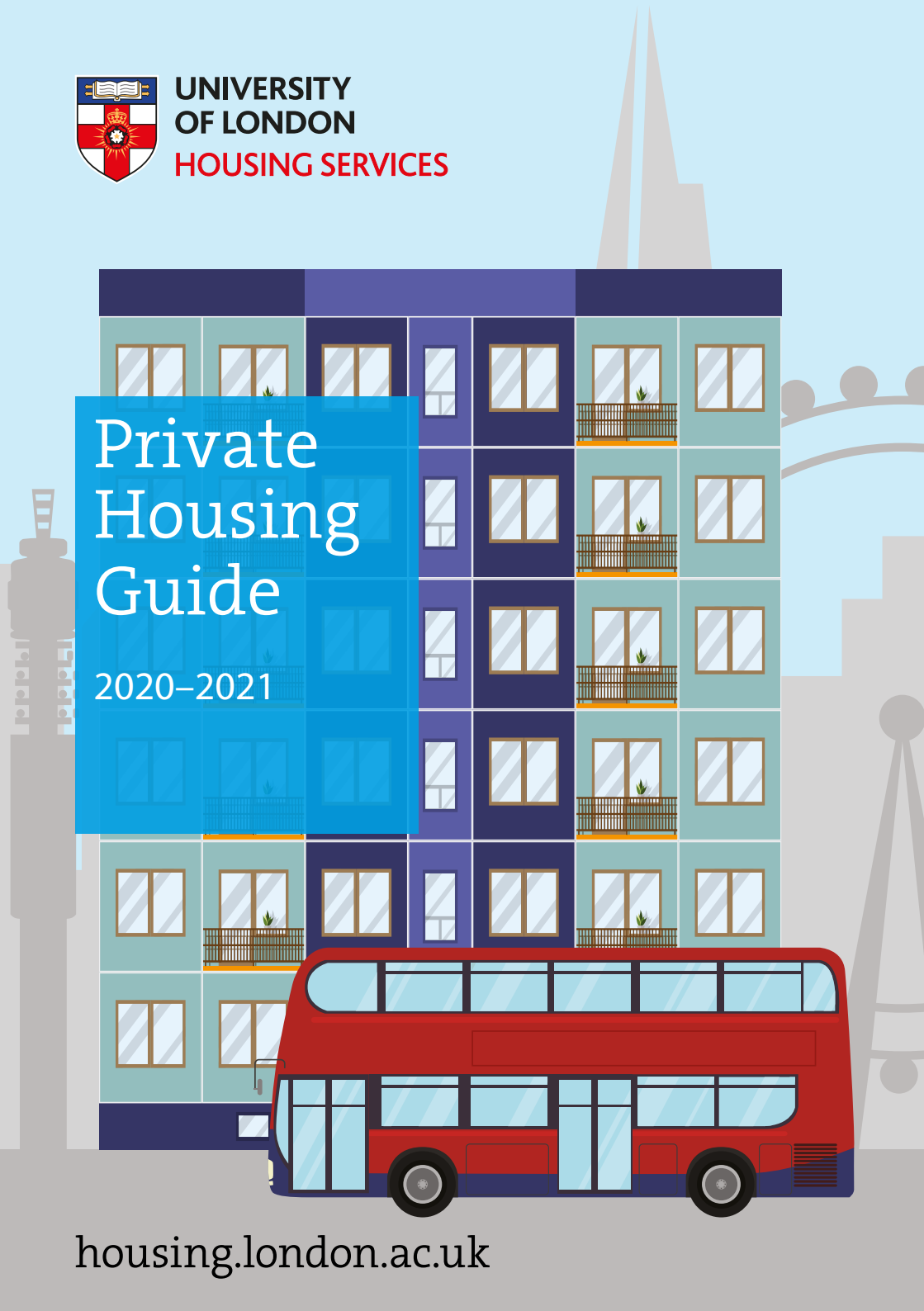
UNIVERSITY OF LONDON
HOUSING SERVICES

Private Housing Guide

2020–2021



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WHAT IS THE UNIVERSITY OF LONDON HOUSING SERVICES (ULHS)?

- The largest student housing service in London
- Free advice service
- Browse our database of rooms, flats and houses offered by private landlords at **www.housing.london.ac.uk**

The University of London also offers accommodation to students through its Intercollegiate Halls. Check out what is available via **halls.london.ac.uk**

THIS GUIDE WILL HELP YOU TO…

- Find a decent place to live
- Avoid, address and resolve problems with your accommodation
- Understand your rights and where you can get help and advice on housing issues

This guide should not be relied upon as a substitute for legal advice. Please seek advice from a Housing Advisor for advice on a specific situation or circumstance. **See page 102 for details.**

© University of London Housing Services
Student Central, 4th Floor,
Malet Street, London WC1E 7HY

T 020 7862 8880
W www.housing.london.ac.uk
E housing@london.ac.uk
@ULHS
fb.com/UoLHousingServices
instagram.com/uolhousing/

UNIVERSITY OF LONDON HOUSING SERVICES

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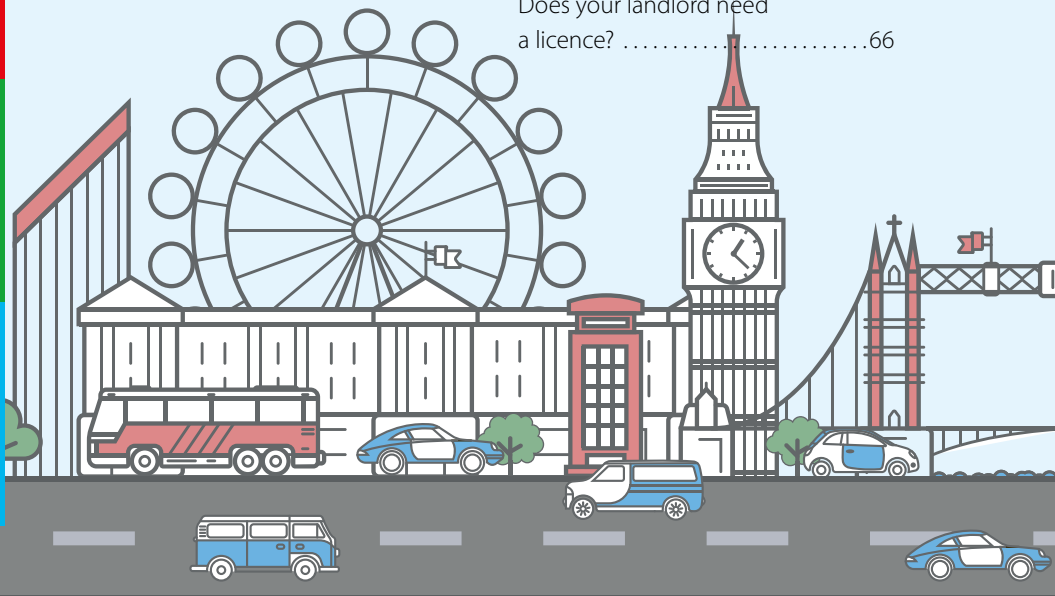

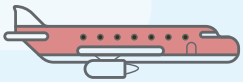

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TOP TIP 1.

KNOW WHEN AND WHERE TO START

WHEN SHOULD I START LOOKING?

London's private rental housing market is a lot more fast-paced than in other University towns and cities. Properties are generally advertised a maximum of one or two months before they become available to move into.

Our Housing Fair marks the start of the student house-hunting season for the next academic year.

Go to page 16 for more information.

WHERE ARE PROPERTIES ADVERTISED?

You can find adverts for accommodation on our housing database at **www.housing.london.ac.uk**

A small selection of our registered accommodation providers also advertise in this guide.

Go to page 17 for more information.

WHERE DO STUDENTS LIVE IN LONDON?

There is no 'student area' in London and we do not promote any particular location above any other.

When thinking about where to live, most students will consider rent levels, location and transport links.

Go to page 29 for more information about living costs.

TOP TIP 2.

FIND THE RIGHT HOUSEMATES

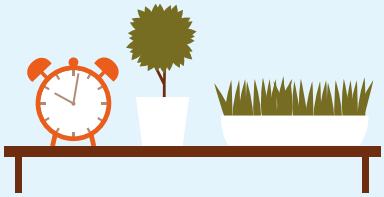
It is important to think about what you are all looking for in a house-share. Good friends don't always make the best of housemates!

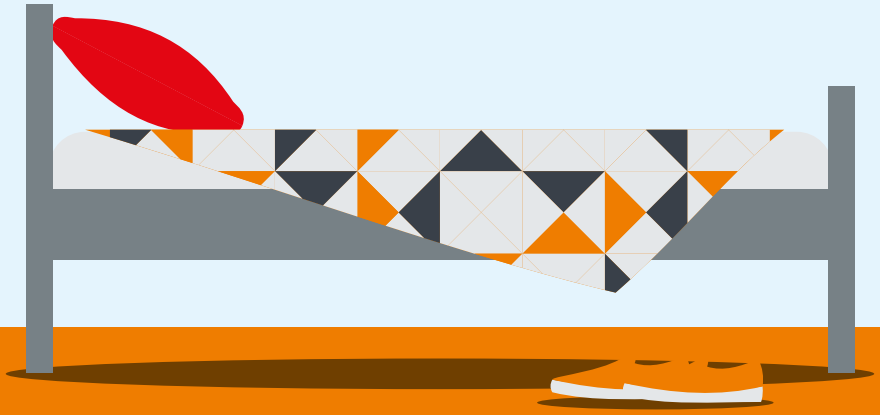
Living with people who have similar budgets and comparable attitudes to cleanliness could help avoid arguments over bills, cleaning and day-to-day living.

Ask yourself – can I *really* live with this person? It's better to make those tough decisions at the start, rather than having doubts and ending up living with the flatmate from hell!

Go to page 43 for more information.

Use our 'Flatmate Finder Assistant' quiz on **page 44** to find out who your ideal flatmate might be.





TOP TIP 3.

RESEARCH THE LANDLORD OR LETTING AGENT

Once you have found a property you like, it is important that you try to find out more about the landlord and/or letting agent offering it to you.

Have a look online to see what you can learn about your landlord or agent and their past renting history. You can use websites such as **Ask Tenants** to read reviews from current and past tenants.

Check whether the letting agent holds the correct accreditations and memberships. This can be a good indicator of how reliable they will be. **See page 18** for further details.

You can also check whether your prospective landlord or letting agent has been fined or prosecuted for housing law offences using the Mayor's Rogue Landlord and Agent checker at **www.london.gov.uk/rogue-landlord-checker**

Ask your landlord whether they are accredited; for example, with the National Residential Landlords Association. Membership requires a landlord to follow certain codes of conduct when dealing with tenants. A landlord may be more knowledgeable and proactive about their obligations if they are a member of a scheme.

If you are unsure about information you have found out about your landlord or agent, ask for clarity or seek advice from ULHS. An advisor can assist you to carry out further checks such as property ownership.

TOP TIP 4.

PAY CLOSE ATTENTION WHEN VIEWING PROPERTIES

Look out for signs of damp or mould, broken electrical switches or sockets and signs of pest infestation. If you are promised that something will be repaired or replaced before you move in, get that promise in writing.

If you get a chance, speak to the current tenants. They might tell you about their experience of living there.

Agents and landlords may not always point out the faults to you, so keep an eye out, ask questions… and don't worry, no question is a bad question!

Go to page 46 for more information.

TOP TIP 5.

READ THE CONTRACT CAREFULLY

You might feel under pressure to sign a contract straight away, but make sure you read through it first. Even better, book an appointment with the ULHS for a contract check!

Essential things we will check for you include:

- Does the 'landlord' really own the property? Do they need a licence?
- Are there any unfair or misleading terms in the contract?
- Does the written contract truly reflect what you have agreed verbally with the landlord or agent?
- Do you understand all of the tenant and landlord's responsibilities?

Go to page 62 for more information.

Contact the University of London Housing Service to book an appointment:

+44(0) 20 7862 8880 or

Housing@London.ac.uk

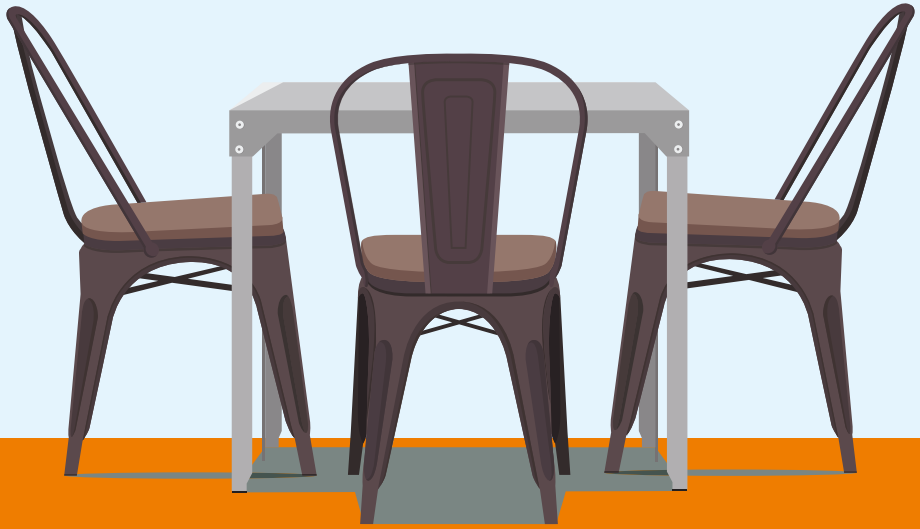
TOP TIP 6.

MAKE GOOD USE OF OUR FREE SERVICE!

In addition to contract checks, we provide a one-stop-shop for students looking for private housing in London.

- Browse our online listings for flats and houses at **www.housing.london.ac.uk**
- Join our Flatmate Finder Facebook group to find other students to share with: **www.facebook.com/groups/FlatmateFinder**
- Meet potential flatmates at our annual Flatmate Finder event held every September
- Meet registered landlords and letting agents at our annual **Housing Fair**, which is usually held in early May each year
- Book appointments with our Housing Advisors for in-depth advice on housing issues, such as deposits and repairs

Go to page 102 for more information



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- Finding the right place
- Knowing what you can afford
- Viewing Properties
- Moving out

We are a registered agent with the University of London Housing Services and as such a trusted source for Student Accommodation.

www.drivers.co.uk 020 7607 5001

FIRST STEPS

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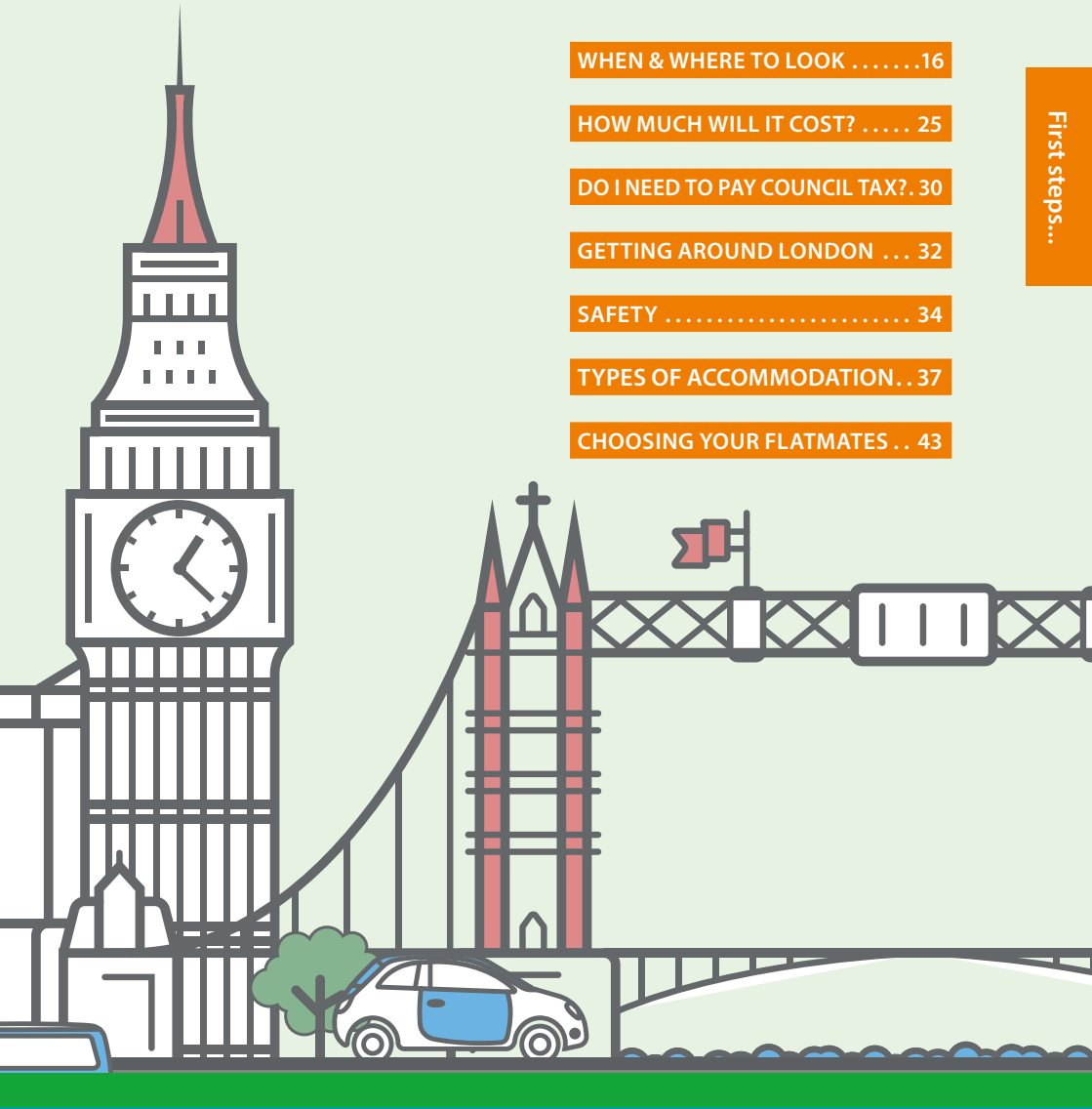


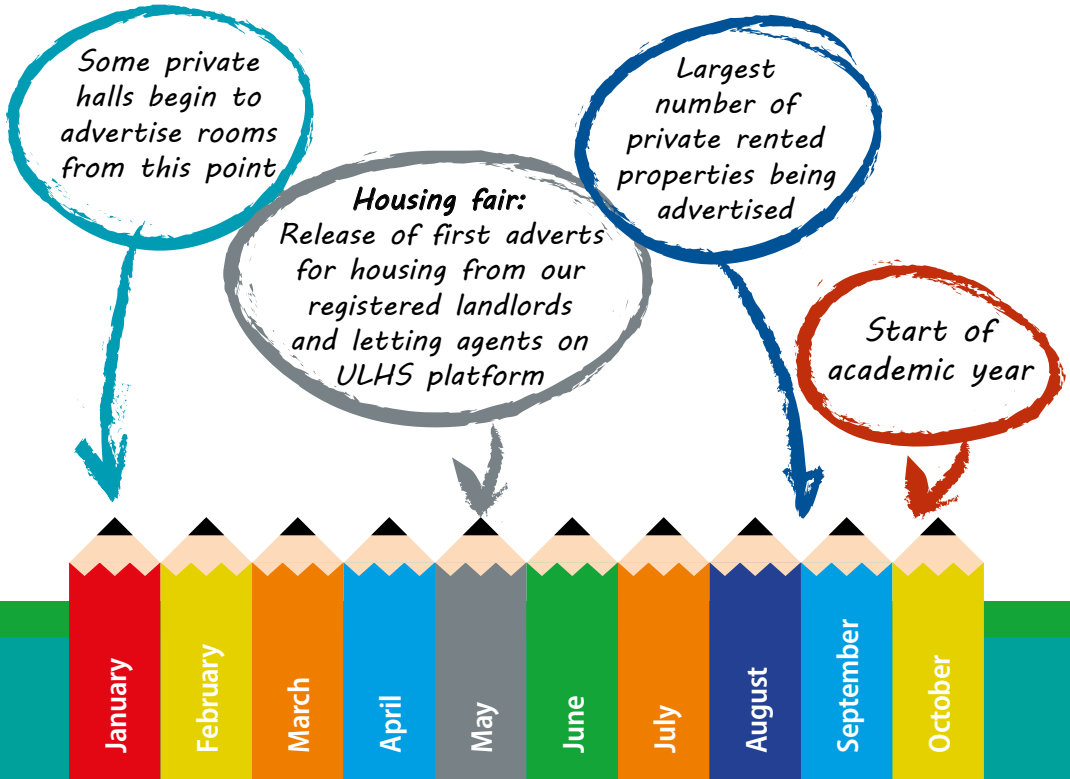
WHEN TO START LOOKING FOR ACCOMMODATION

Properties are usually advertised around 1-2 months before the move-in date. January to April is generally too early to be going on viewings in London.

The ULHS typically hosts the annual Housing Fair in early May each year. This begins "housing-hunting season" and we start to advertise properties on our database for the next academic year.

Rooms in private halls of residence are generally advertised earlier in the year.

A Typical Private Renting Timeline:



WHERE TO LOOK

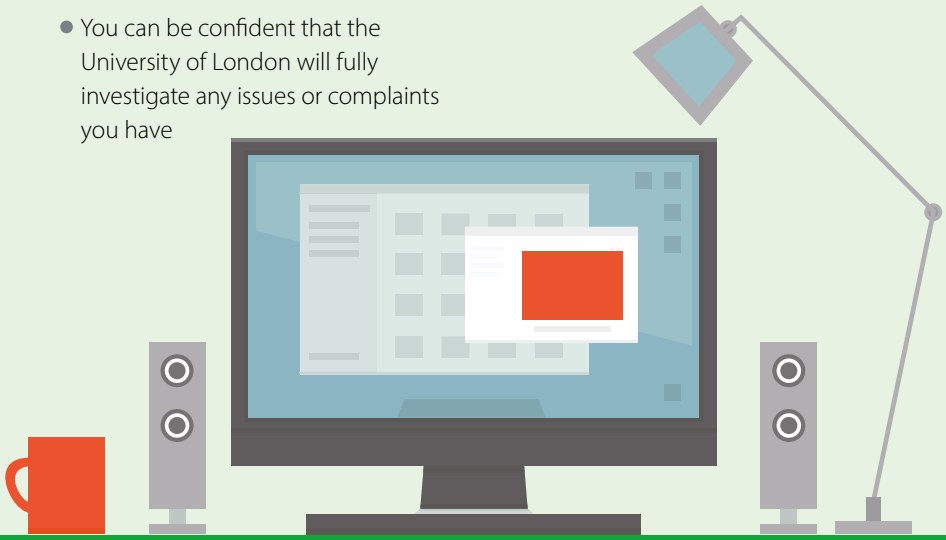
Check out our Property Platform at www.housing.london.ac.uk

- Search for flats, houses and rooms
- Filter results by price, property type and distance from your campus
- All accommodation providers have signed up to our Code of Good Practice
- You can complete the entire process including signing your contract on the platform if renting from a private landlord
- You can be confident that the University of London will fully investigate any issues or complaints you have

UNIVERSITY ACCOMMODATION

The University of London also offers accommodation to students! Check out what is available in the Intercollegiate Halls via the link below:

www.halls.london.ac.uk



LETTING AGENTS

Letting agents have access to large numbers of landlords and properties and can be a good way to find accommodation.

WHICH AGENT SHOULD I USE?

There are several letting agents registered with and advertising on the ULHS property platform which you can access via **www.housing.london.ac.uk**

CAN LETTING AGENTS CHARGE FEES?

There are very strict limits on the fees that letting agents can charge.
See page 52 for further details.

Any fees that are charged should:

- Not be 'hidden' fees
- Be clearly displayed on the agent's website and office premises
- Include any additional taxes and charges

IS MY MONEY SAFE?

All letting agents should be members of a 'client money protection scheme'. These schemes make sure tenants are compensated if any agent cannot repay their money (e.g. If they go out of business). Agents must advertise which scheme they are members with in their office and on their website. At the time of writing, there are six government approved CMP schemes.

SHOULD I TRUST LETTING AGENTS?

Remember:

- Letting agents work in the interest of the landlord, not the tenant
- Letting agents or landlords do not always need to draw your attention to the faults or downsides of a property

A letting agent must:

- Be a member of a redress scheme
- Be a member of a client money protection scheme
- Clearly display fees and memberships on their website and office premises
- Have a complaints procedure

GOT A COMPLAINT ABOUT A LETTING AGENT?

- Tell the letting agent
- Get in touch with the ULHS for advice. **See page 102 for further details.**
- If the complaint cannot be resolved directly, refer it to the redress scheme

The two redress schemes are:

- The Property Ombudsman – **www.tpos.co.uk**
- The Property Redress Scheme – **www.theprs.co.uk**

PROFESSIONAL BODIES & ACCREDITATION

Some letting agents are members of professional bodies or accreditation schemes and are expected to offer a higher standard of service.

Some of the well-known accreditation schemes include:

- ARLA PropertyMark – **www.arla.co.uk**
  (Formerly the Association of Residential Letting Agents)
- Safeagent – **www.safeagents.co.uk**
  National Approved Letting Scheme
- RICS – **www.rics.org/uk**
  Royal Institute of Chartered Surveyors
- Trading Standards Approved – **www.buywithconfidence.gov.uk**
  – Vetted and approved by Trading Standards

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NATIONAL STUDENT HOUSING AWARDS WINNER BEST PRIVATE HALLS PROVIDER 2019

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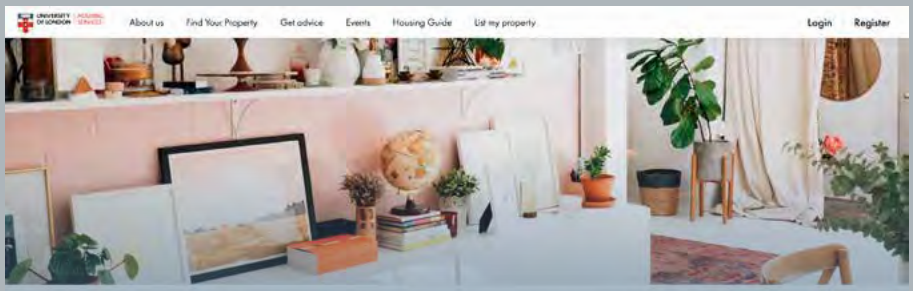

WEBSITES

There are many other websites which you can use to search for accommodation. These are some of the most popular ones for students:

Letting agents also advertise here:

www.onthemarket.com

www.rightmove.co.uk

www.zoopla.co.uk

For individual rooms or flatshares:

www.spareroom.co.uk

www.gumtree.com

SCAMS

Not all websites will perform checks on the properties being advertised or the people who are placing the adverts. Some offers of accommodation will not be genuine. Scammers will often target students, particularly those who are new to London or looking for accommodation online from abroad.

HOW DO I SPOT A SCAM?

- The price is a lot lower than for similar properties in the area
- You may be asked to pay a deposit before viewing
- You may be asked to transfer money via a money transfer service such as Western Union
- An internet search shows lots of negative reviews

SCAM WARNING SIGNS

- Unusually low rent
- Payment before viewing
- Money transfer services
- All communication is over text or WhatsApp
- Things just don't seem right!

WORD OF MOUTH

Sometimes good rental properties are not openly advertised – instead the current tenants can put the landlord or agent in touch with friends or acquaintances who are looking for somewhere to live.

To make sure the place is right for you, ask the current tenants some questions:

- How good is the landlord at responding to repair issues?
- What are the neighbours like?
- How much are the bills?
- What is the local area like?

NEWSPAPERS

A small proportion of rooms and properties are advertised in print.

Local newspapers and magazines sometimes advertise rooms or properties under the 'classifieds' section. Free newspapers such as The Evening Standard and Metro feature property adverts at least once a week.

COMMUNITY NOTICEBOARDS & SHOP WINDOWS

Sometimes rooms and properties are advertised informally on postcards or home-printed adverts.

Caution: Just because a room or property has been advertised on a University noticeboard does not mean that the accommodation has been vetted or approved by your University.

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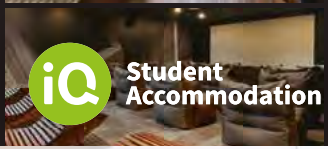
- refer friends & earn

Book today | **www.iqsa.com/UOL**

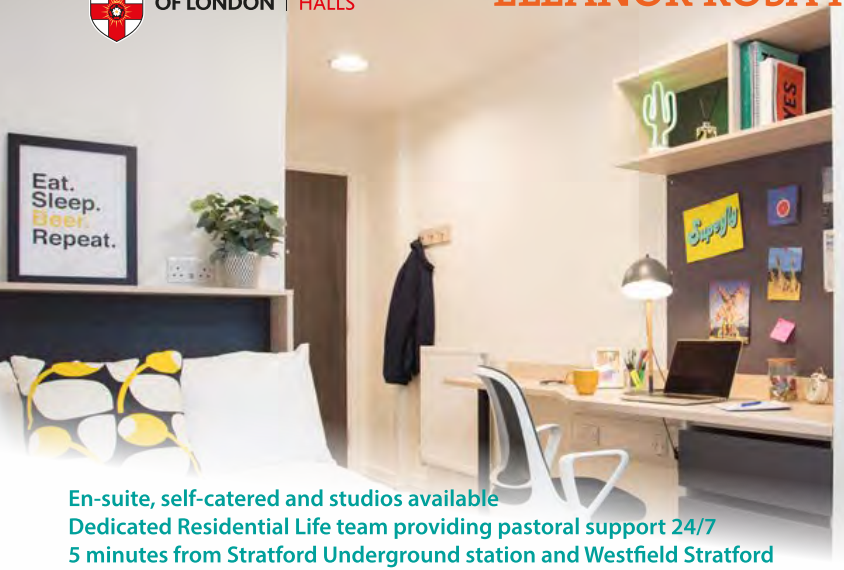
*Prices and offers correct as of 29/06/2020. See iqsa.com/its-your-move for details.



iQ Student Accommodation

UNIVERSITY OF LONDON | INTERCOLLEGIATE HALLS

ELEANOR ROSA HOUSE



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HOW MUCH WILL IT COST?

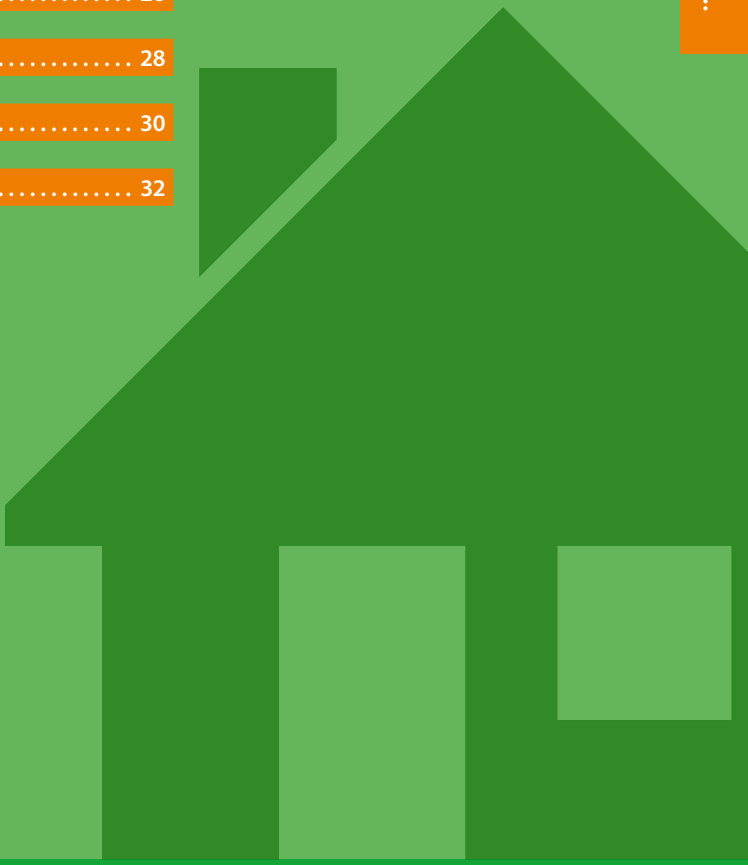
Things you will need to take into account include:

RENT 26

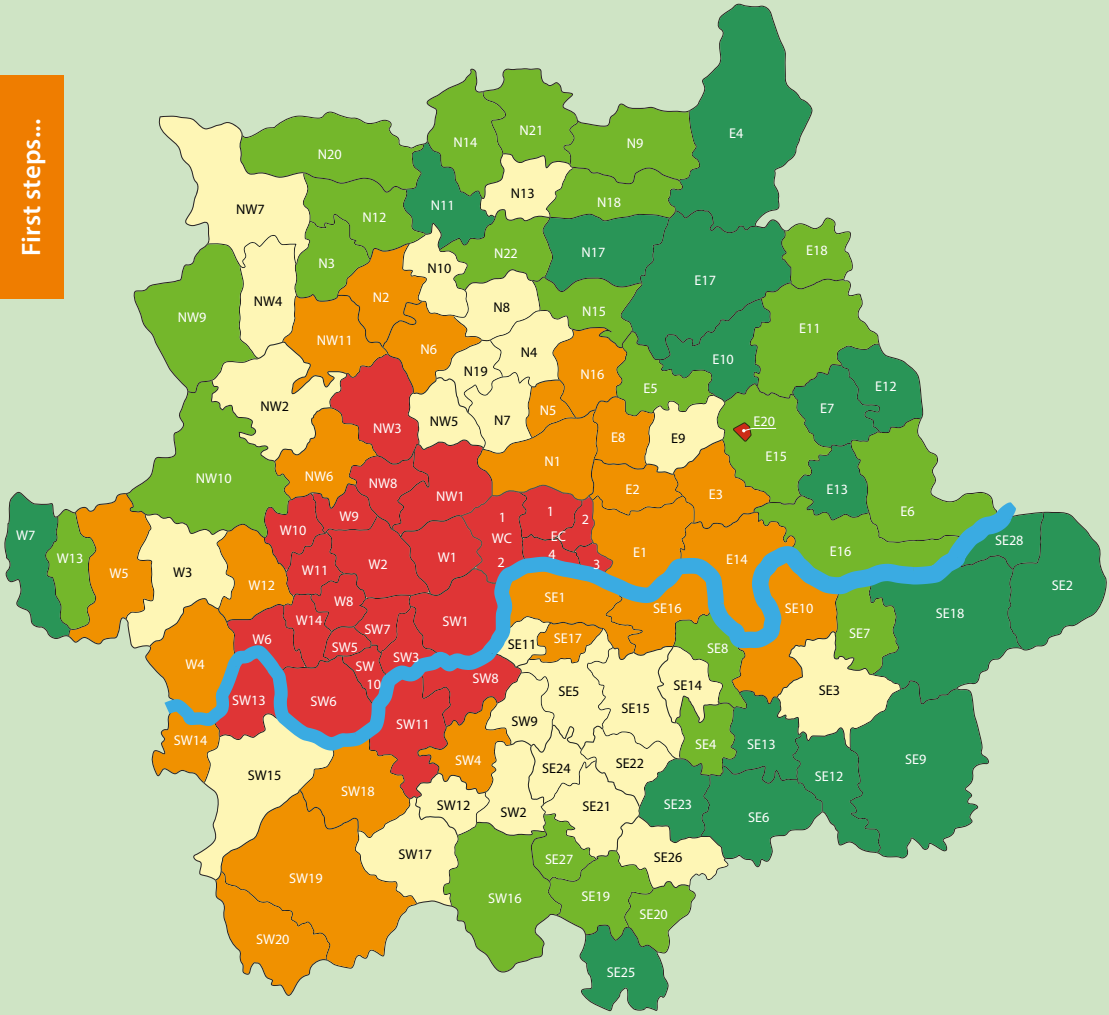
BILLS 28

COUNCIL TAX 30

TRANSPORT COSTS 32



AVERAGE RENTS



All rents are 'per week' and not inclusive of bills

Less than £115 £115-£129
£130-£149 £150-£199 £200+

Abbey Wood	SE2	Colindsdale	NW9	Holland Park	W11	Rotherhithe	SE16
Acton	W3	Colliers Wood	SW19	Holloway	N7	Seven Sisters	N15
Aldgate, Stepney	E2	Dalston	E8	Homerton	E9	Shepherd's Bush	W12
Archway	N19	Deptford	SE8	Islington	N1	Snaresbrook	E11
Arsenal	N5	Dollis Hill	NW2	Kennington	SE11	Soho, West End	W1
Balham	SW12	Dulwich	SE21	Kensington	W8	Southfields	SW18
Barbican	EC2	Ealing	W5	Kilburn	NW6	South Lambeth	SW8
Barnes	SW13	Earls Court	SW5	Knightsbridge	SW7	South Norwood	SE25
Battersea	SW11	East Dulwich	SE22	Lee	SE12	Stamford Hill	N16
Bayswater	W2	East Finchley	N2	Leyton	E10	St John's Wood	NW8
Belgravia	SW1	East Ham	E6	Lower Edmonton	N9	Stockwell	SW9
Bellingham	SE6	East Sheen	SW14	Maida Vale	W9	Stratford	E15
Belsize Park	NW3	Eltham	SE9	Manor Park	E12	Streatham	SW16
Bermondsey	SE1	Finchley	N3	Mansion House	EC4	Sydenham	SE26
Blackheath	SE3	Finsbury	EC1	Mile End	E1	Thamesmead	SE28
Bloomsbury	WC1	Finsbury Park	N4	Mill Hill	NW7	Tooting	SW17
Bounds Green	N11	Forest Gate	E7	Muswell Hill	N10	Tottenham	N17
Bow	E3	Forest Hill	SE23	New Cross	SE14	Totteridge	N20
Brent Cross	NW11	Fulham	SW6	North Finchley	N12	Tower Hill	EC3
Brixton, Tulse Hill	SW2	Gospel Oak	NW5	North Kensington	W10	Turnpike Lane	N8
Brockley	SE4	Greenwich	SE10	Norwood	SE19	Upper Edmonton	N18
Camberwell	SE5	Grove, Southgate	N14	Olympic Park	E20	Walthamstow	E17
Camden Town	NW1	Hammersmith	W6	Palmers Green	N13	Walworth	SE17
Canning Town	E16	Hanwell	W7	Peckham	SE15	West Brompton	SW10
Charlton	SE7	Harlesden	NW10	Penge	SE20	West Ealing	W13
Chelsea	SW3	Hendon	NW4	Plaistow, West Ham	E13	West Kensington	W14
Chingford	E4	Herne Hill	SE24	Plumstead	SE18	West Norwood	SE27
Chiswick	W4	Highgate	N6	Poplar	E14	Winchmore Hill	N21
Clapham	SW4	Hither Green	SE13	Putney	SW15	Woodford	E18
Clapton	E5	Holborn	WC2	Raynes Park	SW20	Wood Green East	N22

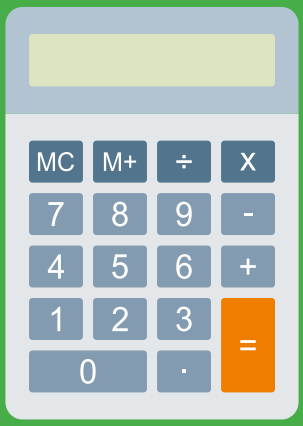
BILLS & BUDGETING TIPS

WORK OUT A BUDGET AT

www.ucas.com/budget-calculator

www.savethestudent.org/money

- You should budget for **ALL** your spending, including:
  - Housing costs
  - Books and other study costs
  - Food/groceries/takeaways
  - Travel
  - Socialising and interests
  - Unexpected events or emergencies
- Try the budget first to see if it works – if it doesn't, go back and readjust it



WATCH OUT FOR

- If you overspend, don't give up! Find out where your spending is high and see if additional savings can be made elsewhere
- Upfront costs: a security deposit of up to 5 weeks' rent at the start of your tenancy + one month's rent
- Budgets change from month to month: you could be spending more on books at the start of the academic year and your heating bill may be higher in the winter
- Sometimes landlords might include bills in your rent. It might be simpler but doesn't mean it'll be cheaper!

Your university might be able to provide other resources to assist you with money management, for example, via platforms such as **www.blackbullion.com** which provide budgeting tips and training to help develop your financial skills.

Sample housing budget

	Annual Cost	Per Person Per Week
Rent*	£7833.80	**£150.65**
Water*	£425.00	**£2.72**
Electricity*	£632.50	**£4.05**
Gas*	£697.00	**£4.47**
Broadband*	£240.00	**£1.53**
TV Licence*	£157.50	**£1.01**
Contents Insurance*	£130.00	**£2.50**
Total		**£166.93**

* Sample based on 3 people sharing

The above figures are based on data from the sources listed below:

www.thameswater.co.uk
www.gov.uk
www.moneysavingexpert.com
www.tvlicensing.co.uk
www.comparethemarket.com
www.themoneycharity.org.uk

SOME OTHER COSTS TO FACTOR IN:

Transport – **See page 32** for further details on transport costs

Other Essentials – e.g. toiletries, clothing, laundry costs

Books & Stationery – Second-hand books are cheaper. Fresher's Fairs and other events offer a plentiful supply of free **stationery!**

Mobile phone – Good deals can be found on price comparison sites like
www.moneysavingexpert.com
www.billmonitor.com

Food – Save money by preparing meals from scratch and buying non-branded products in supermarkets

Going Out – Find out about free events and activities at
www.timeout.com
www.londonist.com
www.londonforfree.net

DO I NEED TO PAY COUNCIL TAX?

WHAT IS COUNCIL TAX?

- A tax on residential properties by local authorities ('councils')

DO STUDENTS HAVE TO PAY IT?

- If you live in a property occupied only by full-time students, the property is exempt from Council Tax
  - **Full-time** = 21 hours of study per week; 24 weeks of attendance each year; course lasts at least 1 year
- You and your flatmates need to:
  - Ask for a 'Council Tax Exemption Certificate' or 'Student Status Letter' from your University
  - Send these to the council (keeping copies for yourselves as well). Details of how to do this will be on your local Council's website

IN WHICH COUNCIL AREA DO I LIVE?

- Check online: **www.gov.uk/find-your-local-council**
- Ask your Landlord or Letting Agent

WHAT IF I LIVE IN A MIXED GROUP OF STUDENTS AND NON-STUDENTS?

- If not everyone in your shared flat or house is a full-time student, then some Council Tax will be payable
- It will be for the group of flatmates to decide how the Council Tax bill will be split between you (as with any other household bill)
- Full-time students cannot, however, be pursued directly by a council for Council Tax

4 PEOPLE 1 HOUSE

All full-time students =
Full Council Tax exemption

One is not a full-time student =
25% discount on Council Tax

2x full-time students,
1x part-time student,
1x non-student =
Full Council Tax is payable

INTERNATIONAL STUDENTS WITH SPOUSES AND/OR DEPENDANTS

- If you are an international student on a full-time course of study, then your spouse, civil partner or dependant will also be treated as a full-time student for Council Tax purposes if he or she is:
  - Not a British Citizen, and
  - Prevented from working or claiming welfare benefits under the terms of his or her leave to remain in the UK
- The property will not be exempt if your non-student spouse, civil partner or any dependants living with you are EEA nationals, British citizens or have indefinite leave to enter or remain in the UK.

SEEK ADVICE STRAIGHT AWAY IF:

- You receive a 'reminder', 'final notice' or 'summons' relating to Council Tax
- You think that your local authority are wrongly refusing to accept that your property is exempt from Council Tax

GETTING AROUND LONDON

London is a large and diverse city, with students finding suitable accommodation in a variety of locations.

You will need to think about how you will travel from your accommodation to University and how your transport costs will affect your budget.

You will find yourself travelling a lot during your house-hunt as well. Making your way from one place to another for viewings can be time-consuming, so plan your house-hunting days well!

PROPERTY VIEWING TIPS

- Save time by concentrating viewing appointments to the same area of London on any given day
- Leave enough time to get from one viewing to the next
- Cut down on your travel costs by using an Oyster card or contactless payment card

TUBES, BUSES & TRAMS

- Get 30% off Travelcards with an 18+ Student Oyster photocard
- Visit **www.tfl.gov.uk/students**
- Combine with a 16-25 National Railcard for further discounts
- Bus & Tram Passes are a cheaper alternative
- 'Pay-as-you-go' peak fares operate between 06:30—09:30 and 16:00—19:00 on weekdays
- Night Tube runs through the night on Friday and Saturday nights on certain lines
- Use apps to help plan your journey such as **Citymapper, Tube Map and Trainline**
- You can find a tube map at **www.tfl.gov.uk/maps/**

18+ STUDENT TRAVELCARD PRICES

Prices accurate at the time of printing (Summer 2019), although fares usually increase in January each year.

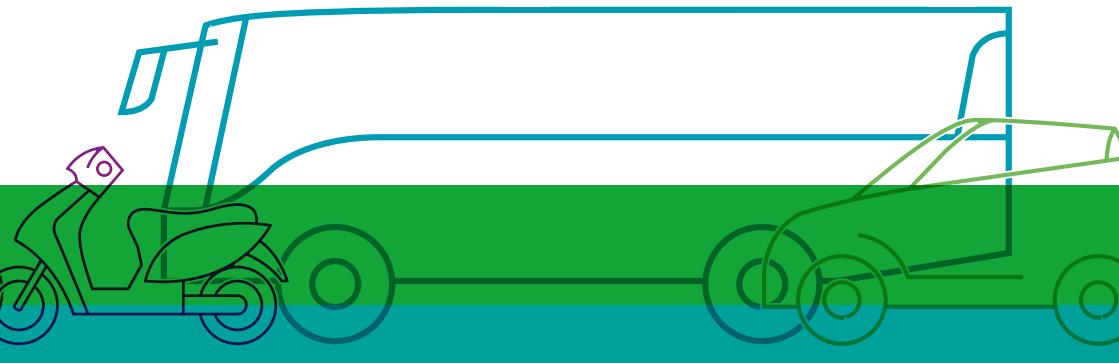
Zones	7-day	Monthly	Annual
1 – 2	£25.20	£96.80	£1,008.00
1 – 3	£29.60	£113.70	£1,184.00
1 – 4	£36.30	£139.40	£1,452.00
1 – 5	£43.10	£165.60	£1,724.00
1 – 6	£46.10	£177.10	£1,844.00
1 – 7	£50.20	£192.80	£2,008.00
1 – 8	£59.30	£227.80	£2,372.00
1 – 9	£65.80	£252.70	£2,632.00

CYCLING

- Keep fit while moving around the city quickly and cheaply
- Be safe! Always use a helmet, lights and reflective gear
- Check that your flat, house or hall has secure bike storage facilities
- Hire a bike from as little as £2 – visit **www.tfl.gov.uk/cycling**

TAXIS & MINICABS

- Hail a black cab from the street, at a taxi rank or by calling 0871 871 8710 (or using the app **Hailo**)
- Always book minicabs in advance – **if it's not pre-booked, don't use it**
- Text CAB to 60835 to get contact details for licensed minicab firms
- Like most major cities, you can get cabs using **Uber.** You just need to download their app.



SAFETY

Like all large metropolitan cities, London has its fair share of crime.

There are no specific areas of London that the ULHS would warn students away from. Very rarely do we hear of students encountering problems when going to view properties.

Below are some simple steps to improve your personal safety, as well as some safety considerations to bear in mind when travelling around London.

S **Stay alert** – wearing headphones or using your phone might distract you from your surroundings and make it difficult to spot trouble approaching

I **Invest** in a personal alarm

M **Make sure you avoid danger spots** – busy and well-lit streets are preferable to quiet or badly lit alleys, parks or subways.

P **Plan ahead** – think not just about how you will get to your destination, but also how you plan to get home

L **Listen to your instincts** – if you feel threatened, head for a safe place where there are other people, such as a busy street, shop or café.

E **Ensure you take the same precautions wherever you are** – whilst it is natural to feel comfortable and safe in your own neighbourhood, do not get complacent.

WHEN INSPECTING A PROPERTY, YOU SHOULD THINK ABOUT:

- **The route** between the property and the nearest tube station or bus stop. Is it busy and well-lit? Or quite dark and isolated?
- **What it might be like after dark.** Do you feel any less comfortable about the idea of living there?
- **The doors and windows.** Do the external doors seem secure? Are the windows lockable?

WHEN LIVING IN A RENTED PROPERTY:

- **Lock your doors and windows before you go out**
- **Keep valuables away from windows and out of sight**
- **Mark your valuables** using an ultraviolet pen with your name, post-code and student ID number. Draw-up lists of the make, model and serial numbers of your valuables as well
- **Get contents insurance.** Make sure it covers the value of all your belongings, especially the ones that are most valuable and essential to you

Emergency & Useful Contacts

Police, Fire or Ambulance	
999 or 112	
Police (non-emergency)	
101	
www.police.uk	
Medical (non-emergency)	
111	
www.nhs.uk	
Crime Stoppers	
0800 555 111	
www.crimestoppers-uk.org	
Rape Crisis	
0808 802 9999	
www.rapecrisis.org.uk	
Drugs Advice	
0300 123 6600	
www.talktofrank.com	
Samaritans	
116 123	
www.samaritans.org	
Nightline	
0207 631 0101	
www.nightline.org.uk	
Victim Support	
0808 168 9111	
www.victimsupport.org.uk	

UNIVERSITY OF LONDON | INTERCOLLEGIATE HALLS

Intercollegiate Halls

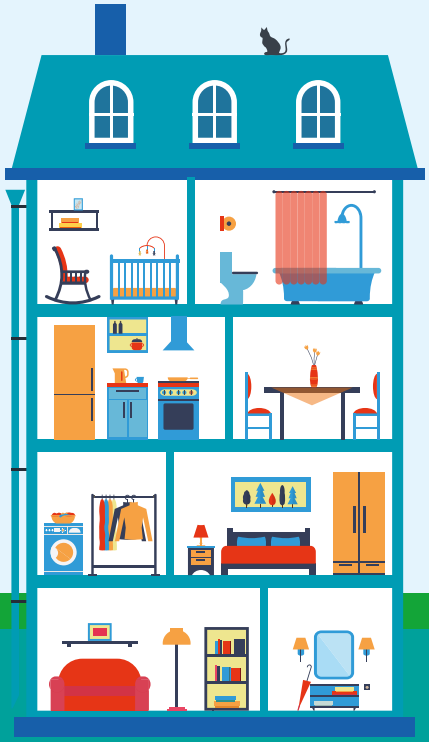
Wide range of accommodation available
Shared and en-suite facilities
Catered and non-catered
Dedicated Residential Life team providing pastoral support 24/7

To find out more scan the QR code or go to halls.london.ac.uk

TYPES OF ACCOMMODATION

There is a lot of private rented accommodation in London...

...but the big challenge is to find something that is affordable and not too far from your College or University.



Your options include:

PRIVATE FLATS & HOUSES . . PAGE 38

- Most popular and cost-effective option for students

PRIVATE HALLS OF RESIDENCE. . . . . .PAGE 39

- High-specification ensuite and studio rooms

RESIDENT LANDLORDS. . . . PAGE 40

- Renting an individual room within another person's home

HOUSING FOR STUDENTS WITH DISABILITIES . . . . . .PAGE 41

HOUSING FOR STUDENTS WITH FAMILIES. . . . . .PAGE 42

FLATS & HOUSES

- Rented from a private landlord
- May be advertised or managed by a letting agent
- Rent usually does not include bills
- Contracts are usually for one year

Living alone	vs	Flat-Sharing
Living independently		Good for meeting new people
More expensive		Cheaper option
Greater privacy		Shared kitchens and bathrooms
Sole responsibility for rent, bills and the condition of the property		Joint responsibility for rent, bills and the condition of the property

You can search for flats and houses on our property platform:
www.housing.london.ac.uk

See page 17 for further details.

PRIVATE HALLS OF RESIDENCE

Browse through listings of private halls of residence at **www.housing.london.ac.uk**

- Mostly ensuite rooms, with access to shared kitchens
- Some self-contained studios
- Common rooms, social spaces and study spaces for residents
- A good way to meet other students
- Rent usually includes utility bills and internet
- Self-catered
- Overall cost is generally higher than for shared flats/ houses or University-managed accommodation
- 51 week contracts, with some shorter options available
- Sometimes has in-house security
- Located within commutable distance from universities

THINGS TO CHECK

- Is the hall a member of the **ANUK Code of Standards for Larger Developmnets?**
  - The ANUK Code sets benchmark standards that tenants can expect in their private hall of residence
  - Full details can be found at **www.nationalcode.org**
- Is the hall in which you are interested still under construction?
  - There is always a risk that the building might not be ready for you to move in on the agreed move-in date
  - It is advisable to ask the management in advance about the contingency plans in place in the event that construction work takes longer than expected

LIVING WITH A RESIDENT LANDLORD

- Renting a bedroom in the landlord's own home
- Resident landlords can be of all ages, from a variety of backgrounds
- Contracts might be for a fixed length of time or flexible
- Can sometimes be a cost effective way of living in central locations
- Bills might be included in the rent
- There might be particular 'house-rules' that restrict your freedom and independence

WHAT ABOUT HOMESTAY ACCOMMODATION?

- Live with a host family
- Long or short-term contracts
- Breakfast or other meals sometimes included
- Good for those learning English as a second language
- Payment usually required upfront rather than monthly/weekly
- Search Homestay accommodation via our property platform: **www.housing.london.ac.uk**

HOUSING FOR STUDENTS WITH DISABILITIES

Properties that are well-designed or adapted for the needs of disabled renters can be difficult to find in London.

In the private rented sector generally, **newly-built blocks of flats** are more likely to be accessible than older properties.

Private landlords and letting agents are prohibited from providing less favourable treatment if you have a disability and are looking to rent accommodation.

Landlords have a duty to make 'reasonable adjustments' for disabled tenants. Landlords cannot charge a higher rent or a higher deposit for disabled tenants.

Information about grants for making adaptations to your home can be found here: **www.gov.uk/disabled-facilities-grants**

The **Equality Advisory & Support Service (EASS)** can provide more details about disability rights in relation to private rented housing.

W: **www.equalityadvisoryservice.com**
T: **0808 800 0082**
Text phone: **0808 800 0084**

Disability Rights UK is the leading charity promoting the rights of disabled people:

www.disabilityrights.uk.org

See also:
www.disabilityrightsuk.org/housing-links

Disability Rights Helpline:
0330 995 0414

Email:
students@disabilityrightsuk.org

Many newly-built private halls of residence in London have rooms that meet the needs of disabled students. **See page 39** for further details on private halls of residence.

HOUSING FOR STUDENTS WITH FAMILIES

Family accommodation in London can be difficult to find. We advise that students should only bring their families to London once suitable long-term accommodation has been found.

Some student residences and housing associations can assist couples and those with children. Places are limited, however, so we advise getting in touch with these organisations as soon as possible.

The rest of the information and guidance in this publication is equally applicable to students with and without families. Read on to find out more about looking for and living in private rented accommodation.

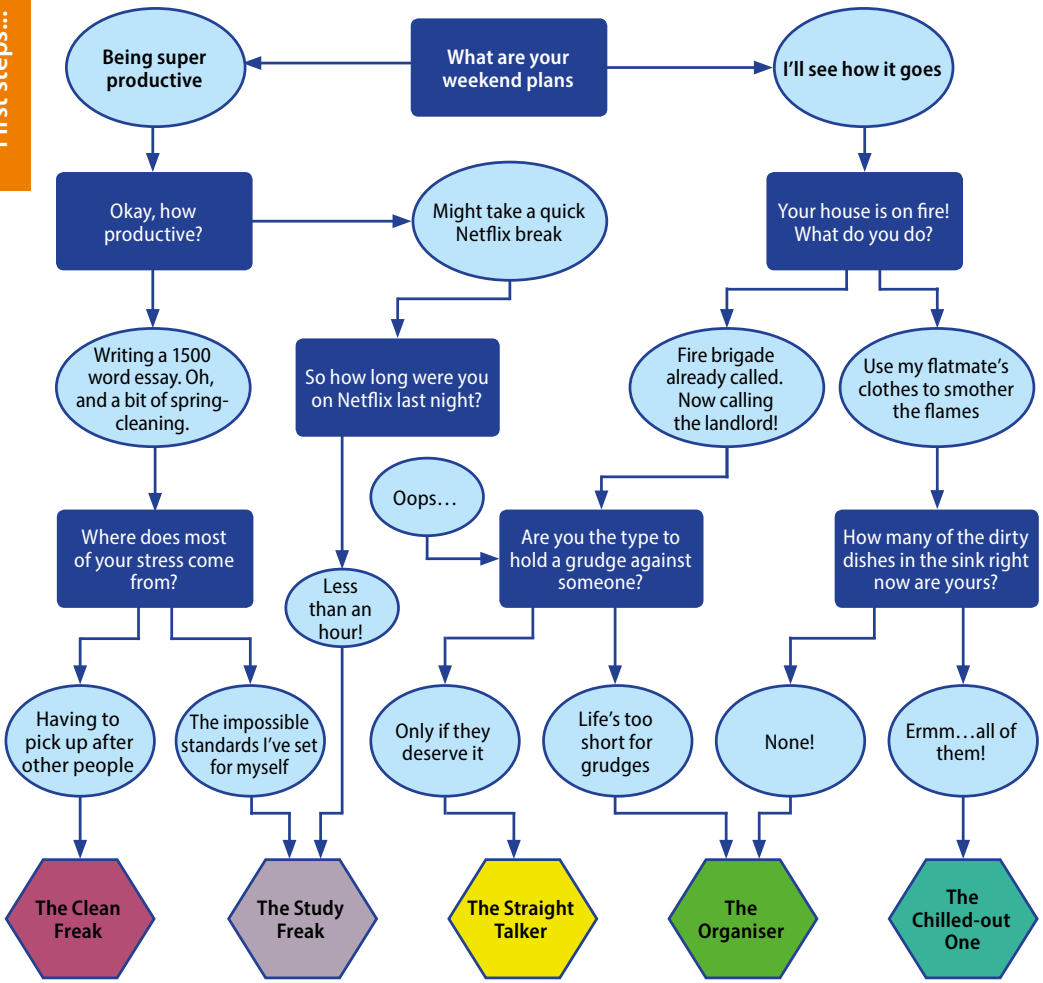
International Hall	www.halls.london.ac.uk
Goodenough College	www.goodenough.ac.uk
International Students House	www.ish.org.uk
Nansen Village	www.nansenvillage.org
Zebra Housing Association	www.zebrahousing.com
Ducane Housing Association	www.ducaneha.org.uk

CHOOSING YOUR FLATMATES

Things to think about and discuss with future housemates include:

BUDGETS	Once rent, bills and other essentials are accounted for, will one flatmate be struggling financially whilst the others can afford to go out regularly? **See page 28 for budgeting tips**
CLEANING	Will you set-up a cleaning rota and all pitch in, or will cleaning be more of an 'as and when' (or never…) task? **See page 62 to find out more about your contractual obligations**
SCHEDULES	Are you an early-riser or do you stay up late? Will your housemates be up and about while you are trying to sleep?
NOISE	Do you study mostly at home or in the library? Will you need a quiet living environment or are you looking for a sociable home-life?
OVERNIGHT GUESTS	Are you expecting to have your partner stay over regularly? Will there be an agreed 'limit' on guests, after which your more frequent visitors are asked to contribute to a share of the bills?
PETS	Any pets should be agreed with your flatmates as well as the landlord or agent. Are your flatmates happy to take care of your pet if you go away for a few days?
CONTRACT LENGTH	Do you all need the accommodation for the same length of time? Will someone need to leave part-way through the year for an elective placement or semester abroad?
HOW MANY FLATMATES?	The average group-size is 3 or 4 students. Properties for larger groups do exist, and work out cheaper 'per person'. Organising a larger group for viewings and contract signings could be a hassle, though!

FLATMATE FINDER FLOWCHART



PROPERTY VIEWINGS, CONTRACTS AND DEPOSITS

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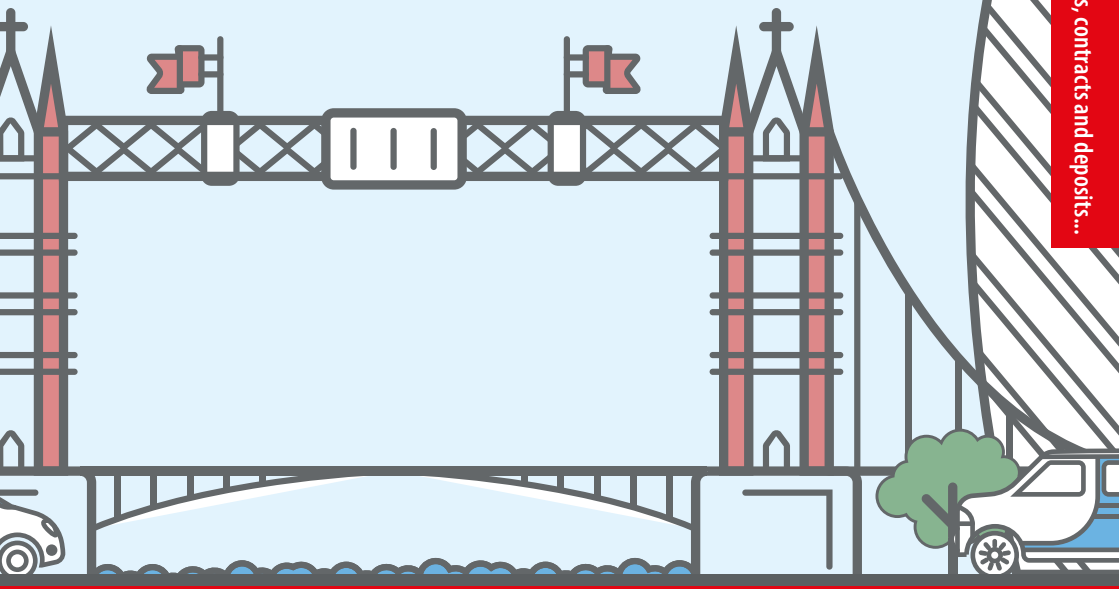


INSPECTING A PROPERTY

You may only get to see a property once before you need to make the decision on whether you rent it or not. Photographs are no substitute for walking into a property and having a good look around. Make sure everyone in your group visits the property, and ask lots of questions.

Exterior

- Is the roof in good condition?
- Are the gutters overflowing?

Outdoor space

- Is there a garden? Will you be expected to look after it? Are tools provided?
- Is there a balcony? Is it clean and safe?

Doors and windows

- Are they secure? How many locks on doors?
- Are the windows double glazed?

Local area

- Take time to explore
- What shops are nearby?
- Where's the nearest bus stop and station?

Kitchen

- Do all of the appliances work?
- Is there enough storage space?
- Signs of mice?

Bedroom

- Suitable furniture?
- Enough storage space?
- Is one bedroom smaller than the others?
- How does the heating system work?

Electrics

- Watch out for loose or exposed wires
- Cracked sockets and switches are warning sign

Walls and ceilings

- Look out for discoloured or mouldy patches

Smoke alarms

- There should be at least one on every level

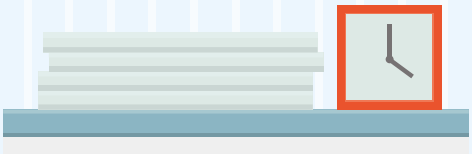
VIRTUAL VIEWINGS

There is no substitute for viewing a property in person. However, if that is not possible, you should ask the landlord or agent to conduct a virtual viewing. This can be done via a live recording or you can be sent a pre-recorded video.

Where possible, you should request a live virtual tour as this will not be edited and you can ask questions in real time as you are shown around the property.

It is essential that you ask as many questions as possible to ensure that the property meets your requirements. You should prepare a list of questions beforehand and ensure that you note down the answers Ask for additional information which might give you a better picture of the property. For example, a copy of the floor plan will give you an idea of how much space there is and how you could arrange furniture.

(See pages 96-97 for further details on leaving early)



If you view a property virtually, you may be able to negotiate ways to protect yourself should the property not be as shown in reality. For example, you may agree to take the tenancy 'subject to a physical viewing' or agree a break clause that allows you to terminate the tenancy before the start date.

Contact the ULHS for further assistance with this.

QUESTIONS TO ASK…

…THE LANDLORD OR AGENT

- Who manages the property? Will you be paying rent and reporting repairs to the landlord directly or a managing agent? Is there an out of hours phone number for emergency repairs?
- With how many people will you be sharing bathroom and kitchen facilities?
- Are any bills included? If not, how much are they likely to be?
- What furniture is included?
- Will the property be professionally cleaned before move-in?

…THE CURRENT TENANTS

- Does the landlord or agent respond quickly when repairs are reported?
- What are the neighbours like?
- Is it a nice area to live in?
- How much are the bills?
- Have there been any issues with damp or mould? Pests?

Remember: you are viewing a property that is someone's home, so be polite and not too intrusive.

NEGOTIATING WITH THE LANDLORD OR AGENT

Where demand for properties is high, it can be difficult for tenants to negotiate lower rents or changes to the contract.

If a landlord or agent is keen to let a property quickly, you might be able to negotiate more easily.

NEGOTIATING THE RENT

Rents can vary massively across London. The best way to check if a property's advertised rent is reasonable is to look at the rents for similar properties in the area.

See pages 26-27 for more information on average rents in London.

HOW DO I KNOW IF I AM PAYING A FAIR PRICE?

- Visit as many properties as possible
- Compare rents for similar properties, in the same area online

See if you can negotiate on other things, such as:

- A shorter contract or a break clause
- Extra or replacement furniture
- Redecoration or refurbishment before you move in
- Professional cleaning before you move in

GET IT IN WRITING

If the landlord or agent has agreed to do or provide certain things by the start of the tenancy, you should get this in writing.

Try to communicate any formal requests by email rather than text messages.

Ideally, any promises that have been made should be written in the holding deposit receipt or within the tenancy agreement. Then, if any promises are not met, you will have evidence of the agreements that were made.

NEXT STEPS

If you decide that you want to rent a property, the next steps will likely be:

1. Paying a holding deposit
2. Sorting out references and guarantors
3. Right to rent checks
4. Signing a contract
5. Paying a damage deposit
6. Paying the first instalment of rent
7. Moving in!

TENANT FEES

The Tenant Fees Act 2019 places strict laws on what a tenant can, and cannot be charged. A landlord or agent can only charge what is known as a 'permitted payment' and this permitted payment must be in your contract.

WHAT CAN I BE CHARGED FOR?

Rent – You still need to pay rent, but you can't be charged a higher amount for the first month to make up for the fees.

Holding deposit – A landlord or agent can still ask for a holding deposit to take the property off the market, but it cannot be more than the value of one week of rent.

See page 54 for more on holding deposits

Security Deposit – Cannot be more than the value of 5 weeks of rent (6 weeks if the annual rent is over £50,000) **(See page 60 for more on security deposits)**

Lost keys – You can be charged the **reasonable** cost to replace keys. The landlord or agent should be able to evidence this cost with invoices or receipts.

Tenancy changes – If you need to change the tenancy agreement (such as adding a replacement tenant), you can be charged reasonable costs (around £50).

Early termination – Should not exceed the loss the landlord/agent has incurred (evidence should be provided to demonstrate losses).

Anything else? – You can still be required to pay other costs related to a tenancy such as utility bills and council tax. The landlord/agent can still take reasonable costs for damages, unpaid rent and bills from you security deposit.

WHAT FEES ARE PROHIBITED BY LAW?

These are some examples of things a landlord or agent can no longer charge for:

- Fees for viewing a property
- Tenancy set-up fees
- Admin fees
- Inventory fees
- Check-in/check-out fees
- Professional cleaning (although you are responsible to return the property in condition you found it – aside from fair wear and tear)
- Gardening services

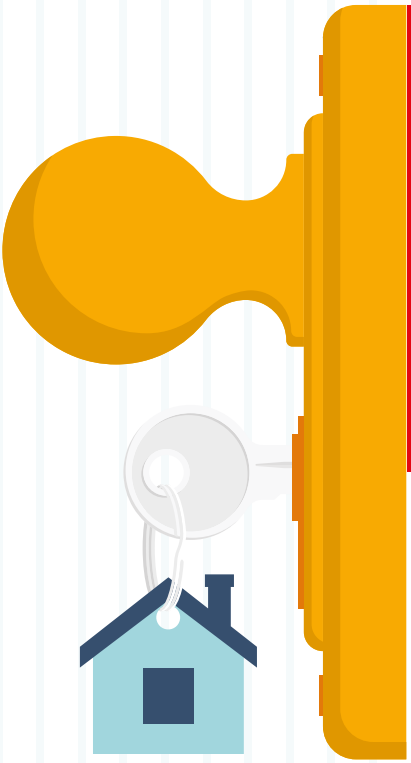
DOES THIS APPLY TO MY CONTRACT?

As of 1st June 2020, all tenancies and licences must comply with the Tenant Fees Act regardless of their start date.

If you are unsure about any fees that you have been charged, speak to a Housing Advisor at ULHS

WHAT HAPPENS IF I'M CHARGED A PROHIBITED FEE?

It should be refunded to you within 28 days of paying the fee. If still not returned, the landlord/agent is breaking the law and you can report them to your local council's Trading Standards. The financial penalty for breaching the law is up to £5,000 for a first offence, and up to £30,000 for further offences.



HOLDING DEPOSITS

Found a place that you like?

The landlord or letting agent might ask you to pay a holding deposit.

A holding deposit is a payment that reserves the property for you. By law, it cannot amount to more than one weeks' rent. It will normally be deducted from your first month's rent when the tenancy goes ahead.

WHAT HAPPENS NEXT?

Once a holding deposit is paid, the landlord or letting agent must stop marketing the property to others. Essentially, you should be paying the holding deposit in order to get 'first refusal' on the property.

If you are dealing with a letting agent, but the landlord is using multiple agents, these other agents will probably continue to advertise the property.

WHAT IF THE LANDLORD DOES NOT WANT TO PROCEED WITH THE TENANCY?

A landlord will have up to 14 days to make a decision. If they decide not to offer you the property, your holding deposit should be returned in full.

WHAT IF I CHANGE MY MIND?

Only pay a holding deposit if you are sure you want to rent the property. You might lose your holding deposit if you change your mind.

You should check the letting agent's written terms before paying a holding deposit to see how your money will be treated if you change your mind. The landlord or letting agent may argue that the holding deposit should be withheld to cover their costs.

Seek advice from the ULHS if you think your holding deposit has been withheld unfairly.

OUR TIPS

- Always get a receipt from the landlord or letting agent if paying a holding deposit
- The holding deposit receipt should outline all the core terms of your proposed tenancy with the landlord
- Ask for a draft copy of the tenancy agreement as well
- Agree a clear deadline for entering into agreement
- If you have any doubts, seek advice from the ULHS

TIP: Try to avoid paying by cash where possible. If there is no other option, make sure you get a receipt. All letting agents should accept bank transfer as a method of payment.

Caution:
Always get a receipt for any money you pay.

A holding deposit receipt should include as a bare minimum:

Invoice

- Amount of holding deposit
- Address of the property
- Proposed rent for the property
- Length of contract
- Start date of tenancy
- Any requests for the landlord e.g. professional cleaning or to provide extra furniture
- A deadline for agreement (around 14 days)
- The refund rules, should you withdraw your offer or your references fail

Total £

Signed

REFERENCES

A good way to improve your bargaining position with landlords is to persuade them that you are going to be an excellent tenant.

One way to do this is by getting a reference from a previous landlord or your hall of residence.

Landlords are not legally obliged to provide a reference. If your landlord will not provide you a reference, you may be able to use other references for example from previous or current employers (including from part-time work).

GUARANTORS

Most landlords or agents insist on a guarantor. A guarantor is someone who agrees to pay your rent and reimburse the landlord for any damage caused at the property if you, as the tenant, fail to do so.

A guarantor is usually required to:

- Be resident in the UK
- Complete a reference check

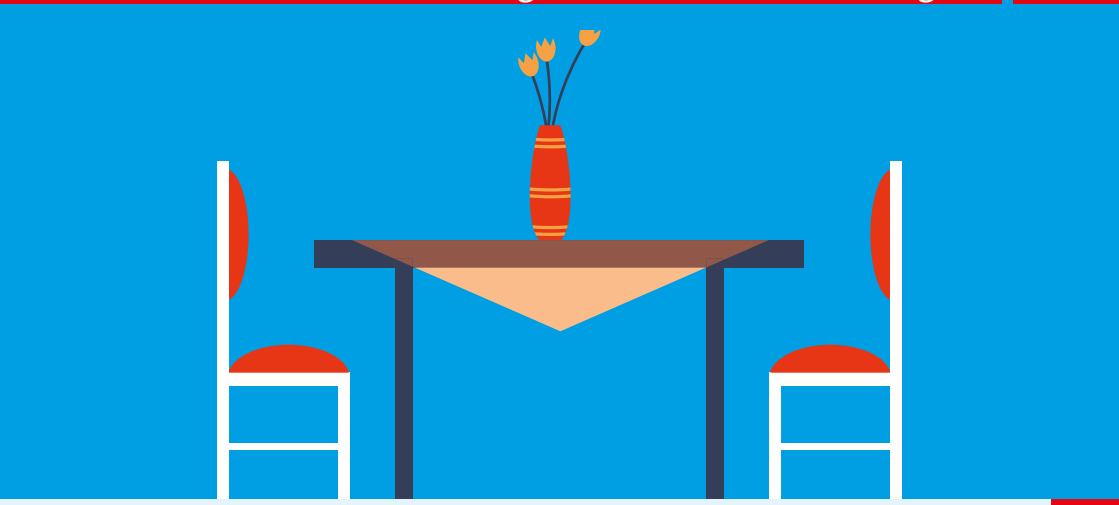
For many students, their guarantor might be a family member or family friend.

Guarantor agreements are legally binding. It is a good idea to get the guarantor agreement checked with an advisor before it is signed.

If you are entering into a joint tenancy, your guarantor will most likely be **guaranteeing the rent for the whole property** and not just your share of the rent.

Where possible, it is better for your guarantor if the guarantor agreement:

- Limits their liability to just your share of the rent
- Limits the guarantee to a set period of time, i.e. the fixed term of the contract
- Limits the guarantee to only the rent and does not also include the costs of damage or disrepair



WHAT IF I DON'T HAVE A GUARANTOR?

You may be asked to pay rent in advance, e.g. 3 or 6 months. If you pay rent in advance you may find you have less bargaining power if something goes wrong with the flat and you are trying to get the landlord to carry out repairs. You would also be vulnerable in the rare event that a property is re-possessed due to a landlord defaulting on their mortgage payments.

See page 94 for more details.

COLLEGE OR UNIVERSITY GUARANTOR SCHEMES

Your College or University may be able to act as your guarantor. Ask your accommodation office, students' union or advice and welfare service if they run a guarantor scheme for students.

TIP: Try to negotiate to limit the amount of rent in advance that you need to pay. 6 months' rent should be the maximum up-front payment. **Never pay 12 months' rent in advance – the risks are too high!**

RIGHT TO RENT CHECKS

Landlords and letting agents have a legal duty to check that any prospective tenant has the right to live in the UK.

WHAT DOES THIS MEAN FOR ME?

All renters should expect to be asked to show a landlord or letting agent an original passport (and any relevant visa or other immigration document) and have copies taken of these documents.

TENANTS WILL EITHER HAVE:

Unlimited right to rent	Limited right to rent
There is no time limit on their permission to stay in the UK	There is a time limit on your permission to stay in the UK
↓	↓
Right to rent check takes place before the tenancy starts	Right to rent check takes place within 28 days of the start date of the tenancy
↓	↓
No further checks need to be done	Your documents will need to be checked again by the later of:
	↓
	12 months after the start of the first check
	The date that your permission to stay in the UK runs out
	The expiry date of your passport

Do you have a joint tenancy? Your tenancy agreement might prevent any of you moving into the property until right to rent checks have been carried out on all tenants

WHAT SHOULD I WATCH OUT FOR?

Be prepared to show your documents. Take your original documents and copies with you to property viewings	✓
If you decide to sub-let your room, make sure you get permission from your landlord or agent and remember that you must carry out your own immigration checks on your sub-tenants	✓
You cannot be charged fees for right to rent checks. The Tenant Fees Act 2019 prohibits fees being charged for these checks	✗
Do not send original identity or immigration documents in the post to any landlord or agent. Make sure you meet them, show them your documents and take them away with you once they have been copied	✗
Do not let landlords and agents get away with discrimination. It is illegal for a landlord or letting agent to discriminate against a tenant on the basis of their nationality or race	✗

WHERE CAN I FIND MORE INFORMATION?

More information and a full list of the documents that landlords or letting agents need to see can be found at **www.gov.uk/righttorentchecks**

See page 103 for further details on where you can seek advice.

SECURITY DEPOSITS

What is a security deposit?

A security deposit (also referred to as a 'damage deposit' or 'tenancy deposit') is money that the landlord or agent holds during the tenancy.

It is usually payable before or at the time you sign the contract and is of an amount equivalent to a maximum of 5 weeks' rent (or 6 weeks' rent if your annual rent is £50,000 or more).

At the end of the tenancy, the landlord or agent should return the security deposit to the tenants. Landlords or agents can make reasonable deductions from security deposits for:

- Unpaid rent or bills
- Damage or disrepair
- Cleaning

Please refer to **page 78** for further information on deposit protection

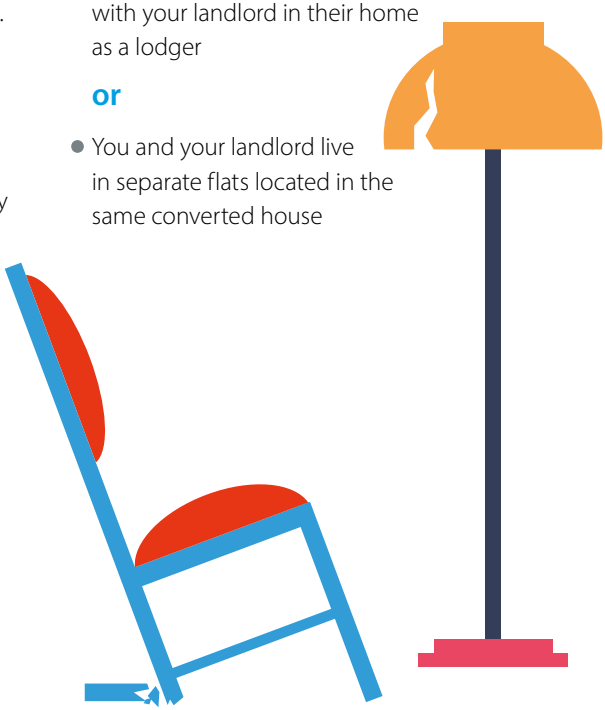
If a security deposit is paid in relation to an assured shorthold tenancy (AST) then the landlord is legally required to protect it with one of the three government authorised deposit protection schemes.

Therefore, your landlord does not need to protect your deposit if:

- You are sharing accommodation with your landlord in their home as a lodger

or

- You and your landlord live in separate flats located in the same converted house



CHECKING OWNERSHIP OF A PROPERTY

Who owns the property you are about to rent?

Some unscrupulous people or companies will try to let properties without the owner's knowledge or permission. If the owner finds out, there is a risk you might be evicted.

Use the Land Registry website to check property ownership details:

www.landregistry.gov.uk

- A search costs £3
- Pay online using a credit or debit card
- Search using the full property address and postcode
- If there is a choice between 'Leasehold' and 'Freehold', you should probably choose the 'Leasehold'
- Where there is only 'Freehold' available, this is probably the document you need
- A ULHS Housing Advisor can do a search during a contract check appointment

If your prospective landlord is not the property owner, ask for proof that they have the authority to let it to you.

CONTRACTS

Accommodation contracts come in all shapes and sizes. Before you sign a contract, we recommend that you:

- Read the contract carefully **(see page 105 for explanations of key contract terms)**
- Check that it is accurate and includes everything that you have discussed with the landlord or agent
- Get it checked by a Housing Advisor

You can book an appointment with the ULHS for a contract check via:

+44(0) 20 7862 8880

housing@london.ac.uk

Alternatively, use our Contract Checking Brochure at **https://housing.london.ac.uk/housing-advice/contract-checking-service-0**

You should insist on a written contract between you and your landlord. This contract should include:

- Your name, your landlord's name and address
- The address of the rented property
- Start date of the contract and its length
- How much rent you pay and when it is due
- The amount of your deposit
- Whether any bills are included in the rent
- Notice required to bring the contract to an end

Take a look at examples of ULHS drafted contracts used on our property platform at **https://housing.london.ac.uk/sample-contracts**

Never sign a contract with which you do not agree or which you do not understand and don't let anyone pressure you into signing it

WHAT TYPE OF CONTRACT DO I HAVE?

Most student renters will be signing an **assured shorthold tenancy** (AST).

If you share kitchen or bathroom facilities with your landlord, or if you rent from a university, council or housing association, then you will probably have a different type of contract.

WHAT ARE MY RIGHTS?

As a renter you will have both rights (things you are entitled to) and obligations (things you have to do). Your rights under an AST include:

- **Exclusive possession** – your landlord cannot come into your home without your permission
- **Tenancy deposit protection** – your landlord needs to protect your deposit
- **Security of tenure** – your right to stay in the property is protected for the length of the contract, which is usually for a minimum of 6 months
- **Protection from eviction** – your landlord will need a court order before you can be evicted from your home during the fixed term
- **Notice period** –your landlord needs to give at least two months' written notice on a standard form in order to end the tenancy
- **Repairs** – your landlord will be responsible for carrying out certain repairs within a reasonable time

WHAT ARE MY OBLIGATIONS?

These should be set out in your contract and will include:

- Paying rent
- Keeping the property clean and tidy
- Reporting repairs to the landlord
- Replacing light bulbs and smoke alarm batteries
- Notifying the landlord of any extended periods that the property will be empty
- Do not cause damage or nuisance

JOINT TENANCIES VS INDIVIDUAL TENANCIES

A private landlord might let out a shared flat or house on a joint tenancy or individual tenancies for each room. Joint tenancies are more common in shared flats and houses. Individual tenancies are standard in student halls of residence.

Joint tenancy	Individual tenancy
All tenants named on the same contract	Each tenant has a separate contract
Joint responsibility for the rent – you can be held liable for your housemate's unpaid rent	Only responsible for your own rent
Joint responsibility for paying the bills and Council tax	May also have joint responsibility for bills – check the contract to find out
You all have exclusive possession of the whole property, so the landlord will need to get permission or give notice to visit the property	Exclusive possession of just your room, so the landlord can enter the communal areas without your permission
Joint responsibility for the condition of the property – you can be held liable for dirt or damage caused by your housemate	May have joint responsibility for the condition of the communal areas – check the contract to find out
You choose who you live with, but have joint responsibility for finding a new flatmate if someone needs to leave early	No choice in new or replacement flatmates

OTHER TYPES OF CONTRACT

You will not have an assured shorthold tenancy (AST) if:

- you share bathroom or kitchen facilities with your landlord, or
- you and the landlord both live in separate flats in the same converted house

LIVING WITH A RESIDENT LANDLORD

You will have fewer rights than you would under an AST.

You might not have 'exclusive possession'. This means that the landlord could let him or herself into your room without needing to give notice.

Your deposit will not need to be protected in a deposit protection scheme.

The landlord can ask you to agree to a set of 'house rules' that you will need to abide by.

You might not have 'protection from eviction', meaning that the landlord would not need to get a court order to be able to evict you.

If your contract does not have a minimum length of time or include a notice period then you or the landlord can end the agreement by giving 'reasonable notice'.

There are no exact rules about what is "reasonable notice" but some relevant factors are:

- The length of time you have been living there
- The length of time between rent payments
- The reason why the landlord wishes you to leave

DOES YOUR LANDLORD NEED A LICENCE?

Some landlords and letting agents will need a **HMO licence** in order to legally let a property. The licence places duties on the landlord or agent to ensure the property is safe and well maintained.

IS LICENSING IMPORTANT?

Yes. An unlicensed property may not meet the required safety standards. Where a licence is required, but a landlord or letting agent is letting out the property without a licence, then:

- They will be committing a criminal offence and could face prosecution
- You could make a claim against them for a 'rent repayment order'
- It will be more difficult for the landlord or letting agent to end your tenancy. Although if the property is not safe, a council officer could stop the landlord from renting it out.

Caution:

- If you ask about licensing and the landlord or agent seems evasive or does not know the answer, seek advice
- **DO NOT** agree to sign a contract unless **ALL** the intended occupants are named on it
- Check the council's website for lists of licensed properties

Check www.londonpropertylicensing.co.uk for a useful information on property licensing in different parts of London.

Seek advice from the ULHS if you are not sure whether your landlord or letting agent should have a licence.

"Five unrelated tenants"

"Contains shared facilities such as a kitchen or bathroom"

"More than one household*"

***each student will be considered a separate 'household'**

A property requires a mandatory HMO licence if the following apply:

- HMO stands for **House in Multiple Occupation**
- The licence should be held by the landlord or agent that manages the property
- A licence lasts for up to 5 years
- Check with the council's Environmental Health department to see if a licence has been obtained (councils usually publish a list of licensed HMOs on their website)

OTHER TYPES OF LICENSING

Some councils have introduced 'additional' or 'selective' licensing.

Additional licensing is the licensing of other types of HMO. A council can define properties that qualify for additional licensing, that would otherwise not qualify for mandatory licensing. For example, they may have 3 households, or be over 2 storeys.

Selective licensing does not specifically relate to HMOs, but will require that all privately rented properties within a specified area have a licence.

You will be able to find a council's licensing criteria on their website.

UNIVERSITY OF LONDON
HOUSING SERVICES

HOUSING ADVICE

ONLINE PROPERTY DATABASE

CONTRACT CHECKS

STUDENT MESSAGEBOARD

HOUSING EVENTS

www.housing.london.ac.uk
housing@london.ac.uk
020 7862 8880
@ULHS
fb.com/UoLHousingServices

MOVING IN

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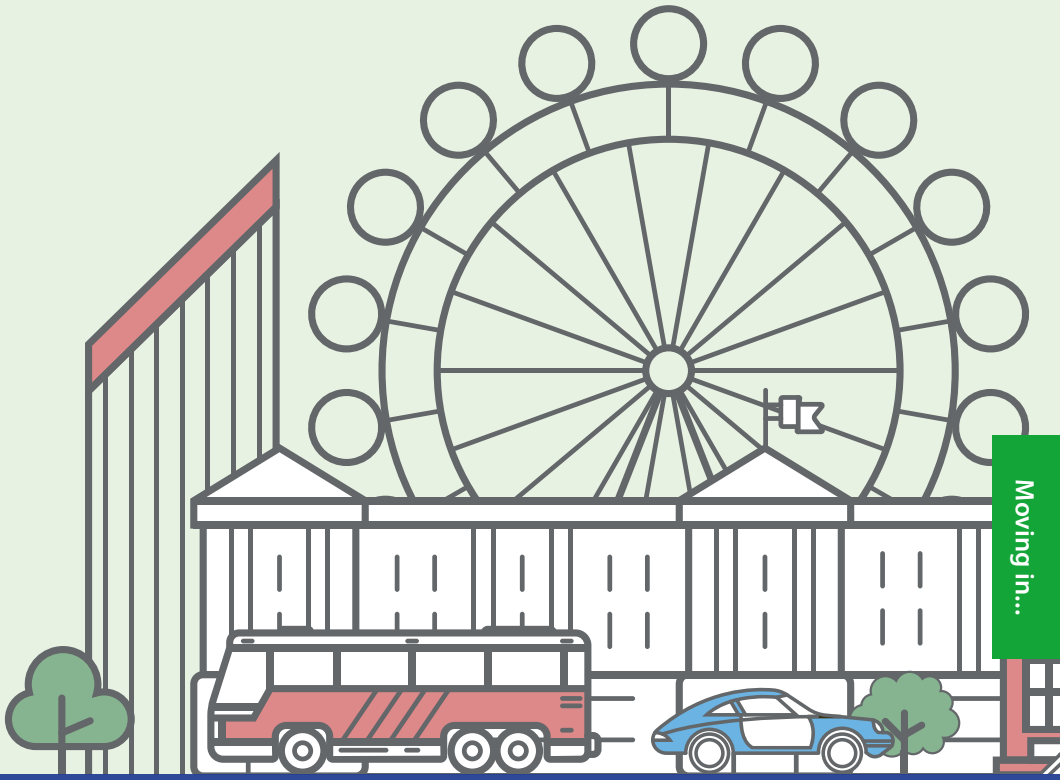


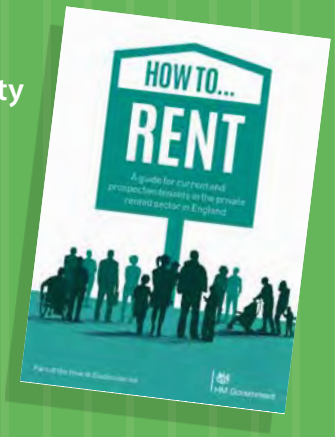
MOVING-IN CHECK-LIST

If you have an assured shorthold tenancy (AST), your landlord should provide the following documents:

Document	When it should be provided
Copy of your tenancy agreement	Before you move in or at the time of moving in
Check-in inventory and schedule of condition	At the time of moving in
Gas Safety Certificate	Before you move in See **page 80** for more details
Energy Performance Certificate (EPC) This provides details on the energy performance of the property you are renting. Each property receives a rating between A-G. It's against the law to rent a property that has a rating below E. Find out more about EPCs at **www.epcregister.com**	At the time of moving in
Electrical Installation Condition Report (EICR) This provides information on the condition of the fixed electrical installations in the property. **See page 81 for more details**	Within 28 days of moving in
'How to Rent' Booklet This is a booklet produced by the government. You can find a copy of the version currently in force at **www.gov.uk/government/publications/how-to-rent**	Before you move in or at the time of moving in

REMEMBER TO SORT OUT THE FOLLOWING WHEN YOU FIRST MOVE IN TO YOUR NEW PROPERTY:

- [ ] **Inventory**
  See page 72 for more details
- [ ] **Bills for gas, water and electricity**
  See page 74 for more details
- [ ] **Council Tax exemption**
  See page 75 for more details
- [ ] **Internet**
  See page 76 for more details
- [ ] **TV Licence**
  See page 76 for more details
- [ ] **Insurance**
  See page 77 for more details



INVENTORIES

WHAT IS AN INVENTORY?

An inventory is a written record of the property that you are going to rent. It should list each room or area of the property, including any garden, as well as all the fixtures, furniture and appliances within each room.

It should also record the condition of everything, such as whether the rooms are clean or if there is any damage.

A good inventory will also include photographs.

WHAT SHOULD I DO WHEN I MOVE IN?

Carry out a 'check-in' inventory with the landlord or agent. Sometimes an independent inventory clerk will carry out the inventory.

Ask to see a copy of the inventory report.

Check the inventory report to see if there are any mistakes or omissions. Let the landlord or agent know in writing as soon as possible if you disagree with the inventory report.

DOES AN INVENTORY COST ANYTHING?

It can do, but it is not for the tenant to pay for. The Tenant Fees Act 2019 banned landlords and letting agents from charging tenants to pay for check-in and check-out fees. The cost will need to be met by the landlord or agent.

Please see page 52 for further details on letting fees.

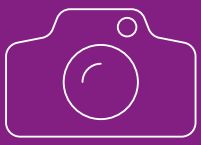
WHAT IF THE LANDLORD DOES NOT WANT TO DO AN INVENTORY?

You should write one yourself.

Send a copy to the landlord or agent, along with dated photographs, as soon as possible after you move in. Ask the landlord or agent to confirm that they have received it.

Why 'dated' photographs?

You might need to prove that the inventory and the photographs you provide are an accurate representation of the property at a certain point in time. If you take a photo with a mobile phone, it will usually place a "date stamp" on the file. This will help to prove when the photo was taken if there are any disputes.



WHAT SHOULD I DO WHEN I MOVE OUT?

An inventory should also be carried out at the end of the tenancy.

The 'check-out' inventory is compared with the 'check-in' inventory and used by the landlord or agent to determine:

- If additional cleaning is required
- If any damage or deterioration, beyond fair wear and tear, has occurred during the tenancy

If the check-out inventory is scheduled to take place in your absence, make sure you carry out your own inventory and take dated photographs while you still have access to the property.

It is a good idea to carry out another inventory check if there is a change of tenant mid-way through a tenancy.

BILLS

Set up accounts for gas, water and electricity in your name when you first move into a property. If sharing a flat or house with others, register these bills jointly in everyone's names.

STEP 1: Find out who the existing suppliers are

Ask your landlord or agent to confirm the current suppliers for gas, water and electricity. If they do not know, call the numbers below to find out:

- Gas: 0870 608 1524
- Electricity: 0845 601 5467
- Water is always supplied by Thames Water: 08434 597 272

STEP 2: Take meter readings

Take meter readings on the day you move in (or check the inventory to see if they are recorded there).

Water is not always metered, so you might instead be charged an amount based on the number of people living at the property.

STEP 3: Contact the suppliers to set up new accounts

This can usually be done over the telephone. You will need your bank details ready if you want to pay by direct debit.

SWITCHING SUPPLIERS

You might be able to save money by switching your supplier. Check your tenancy agreement to see what, if any, rules there are about this. You might need the landlord or agent's permission, or you might be required to switch back to the original supplier at the end of your tenancy.

MOVING OUT

You will need to close your accounts and settle any outstanding balance. Provide your 'end of tenancy' meter readings to the utility companies. Ask for copies of the final bills to be sent to you by email or to your new address.

COUNCIL TAX EXEMPTION

You can find information on who is and who is not liable to pay council tax on page 30.

If you are entitled to any exemption or discount, you need to contact the council and provide the required paperwork.

STEP 1:
Get proof of your student status from your college or university

Update your address details with your College or University, then request a 'Student Status' letter or 'Council Tax Exemption' certificate.

STEP 2:
Find out which council area you live in

Type in the postcode of your rented flat or house here: **www.gov.uk/find-your-local-council**

STEP 3:
Send your proof of student status to the council

There might be a particular office or address to which the forms need to be sent. Most Councils will let you submit the information online or via email.

You will usually receive confirmation in the form of an amended Council Tax bill. If you do not hear anything, or if you receive further reminders asking you to pay Council Tax, get in touch with the Council immediately.

If you are liable to pay some Council Tax, make sure you pay it by the deadline stated in your bill. You can be taken to court for unpaid bills!

INTERNET

Most tenants in private rented properties will need to set-up and pay for internet themselves.

Go to **www.moneysavingexpert.com/broadband** for details on internet service providers and prices. For broadband, you'll need a phone line so if there's not one already in your property, you'll need to get permission from your landlord to get one installed.

TV LICENCE

If you watch or record TV as it is being broadcast live, then you will need a TV licence. You will also need a TV licence if you watch or download programmes on the BBC iPlayer catch-up service.

A TV Licence costs £157.50 and lasts for one year. Getting caught without one could result in prosecution and a fine of up to £1,000.

DO I NEED A LICENCE FOR MY ROOM?

If you rent an individual room in a shared property, then each bedroom will probably need its own TV licence. This also applies if you are living in a hall of residence.

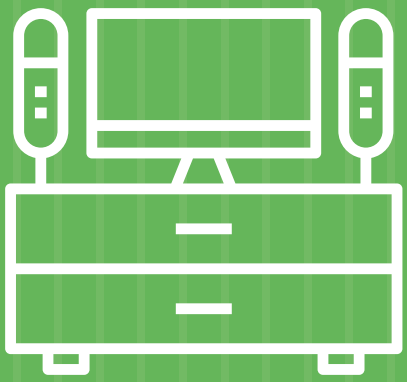
If you rent a whole property under a joint tenancy, then one TV licence will probably cover the whole flat or house.

See page 64 for more information on individual and joint tenancies.

You can buy a TV licence online at: **www.tvlicensing.co.uk**

If you move out of a property with 3 or more months left on your TV licence, you can apply online for a refund of the 'unused' 3 months.

INSURANCE



How much would it cost to replace all your belongings?

If you have insurance, then you could be protected from this expense in the event of a fire, flood or other serious incident

DO I NEED INSURANCE?

You are not obliged to take out insurance to protect your belongings. If your tenancy agreement states that you must, this might be an unfair term.

Insurance will give you peace of mind and, in the event of an unfortunate incident, can help you get back on with your life soon as possible.

WHAT SORT OF INSURANCE WOULD I GET?

'Contents' insurance would cover your belongings. You do not need an insurance policy that insures the building itself, as this is the landlord's responsibility.

Check to see whether the insurance policy also covers you against accidental damage caused to the landlord's belongings.

Make sure that you get cover for the full replacement value of **ALL** your belongings, including things like phones and laptops.

DO I ALREADY HAVE INSURANCE?

You might already be covered by a policy linked to your family home. Sometimes insurance is packaged with bank accounts or credit cards, so check to see if this is the case for you.

WHERE CAN I GET INSURANCE?

Websites that allow you to compare prices between different providers are useful:

www.moneysavingexpert.com

www.moneysupermarket.com

www.confused.com

www.comparethemarket.com

DEPOSIT PROTECTION

If you have an assured shorthold tenancy (AST), your security deposit must be protected with one of three government-approved deposit protection schemes.

Your landlord or agent has **30 days** from the date they receive the deposit in order to:

- Protect the deposit, and
- Provide the 'Prescribed Information' to all tenants and any relevant person who paid or contributed to the deposit on a tenant's behalf.

DEPOSIT PROTECTION SCHEMES

You can check to see if your deposit is protected with the details below:

My Deposits
www.mydeposits.co.uk
Tel: 0333 321 9401

DPS
www.depositprotection.com
Tel: 0330 303 0030

TDS
www.tenancydepositscheme.com
Tel: 0300 037 1000

If you are not sure how or where your deposit has been protected, ask the landlord or agent. Quite often, the name of the scheme will be on your contract.

Get in touch with the ULHS for advice if you think that the landlord or agent has not protected your deposit on time or at all.

DEPOSIT PROTECTION PRESCRIBED INFORMATION

The purpose of the Prescribed Information is to let you know:

- How your deposit has been protected and with whom
- How to get your deposit back at the end of the tenancy
- How to resolve disputes over the return of the deposit

The exact requirements of the 'Prescribed Information' are quite detailed and it is common for landlords and agents to get it wrong.

TIP: Keep all paperwork, certificates and reference numbers that relate to your deposit. You may be provided with information by both the landlord and the scheme that you will need in order claim back your deposit or raise a dispute.

What happens if my deposit is not protected, is protected late or I am not given the correct prescribed information?

- You have a potential court claim against your landlord for a penalty payment of between 1-3 times the value of the deposit
- Your landlord might not be able to end your tenancy as no valid 'section 21 notice' can be served where the deposit protection requirements have not been met

The rules regarding deposit protection and the associated sanctions against landlords who fail to comply can be complex. Get in touch with the ULHS for advice if you have any questions or concerns.

GAS SAFETY

Your landlord is responsible for ensuring that gas-powered appliances, such as the boiler and cooker, are safe to use.

Gas appliances must be checked for safety every 12 months by a Gas Safe registered engineer. Once the check has been completed, the landlord will receive a Gas Safety Certificate and provide you with a copy.

The law says that you must be provided with a copy of the existing Gas Safety Certificate before you move in.

THINGS TO CHECK:

- The Gas Safety Certificate should be no more than 12 months old
- Any engineer that visits the property to work on gas appliances should have a Gas Safe ID card
- Visit **www.gassaferegister.co.uk** to check that the ID number of the engineer or business is valid

WHAT IF I HAVE NOT SEEN A GAS SAFETY CERTIFICATE?

- Ask the landlord or letting agent for a copy of the current Gas Safety Certificate
- Contact the ULHS for advice
- Report the matter to the Health & Safety Executive or your local council

ELECTRICAL SAFETY

As of 1st June 2020, The Electrical Safety Standards in the Private Rented Sector (England) Regulations 2020 require landlords to ensure that legal standards for electrical installations are met.

WHAT DOES THIS MEAN?

This means that your landlord must keep electrical installations (such as wiring, sockets and fuse boxes) in the property safe and in working order.

They must ensure that such installations are checked, at least every 5 years, by a properly qualified person and provide you with a copy of the most recent Electrical Installation Condition Report (EICR).

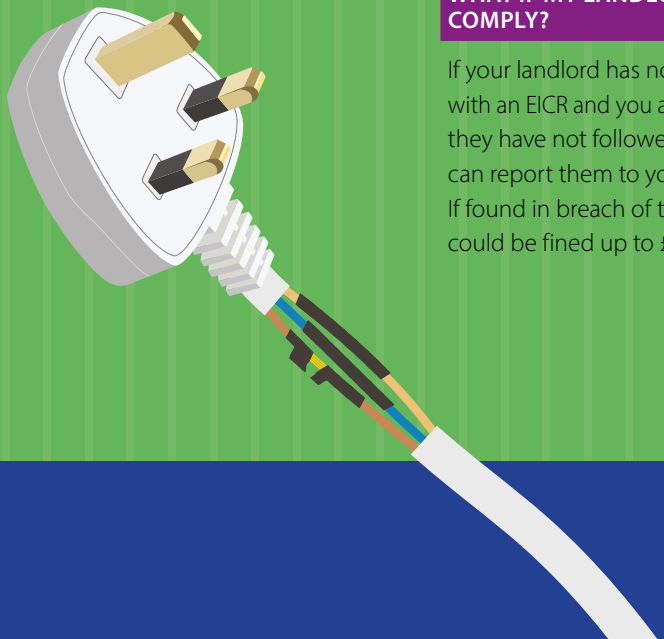
DO THESE RULES APPLY TO MY CONTRACT?

If your tenancy begins on or after 1 July 2020, your landlord must carry out the checks before your tenancy starts.

For tenancies which started before this date, your landlord will be required to carry out checks by 1st April 2021. After that date, checks must be carried out for all tenancies regardless of their start date.

WHAT IF MY LANDLORD DOES NOT COMPLY?

If your landlord has not provided you with an EICR and you are concerned that they have not followed the rules, you can report them to your local council. If found in breach of their duties, they could be fined up to £30,000.

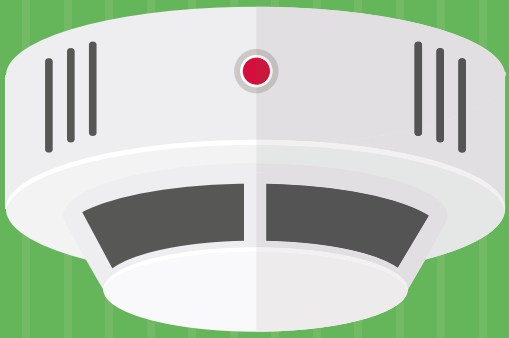


STAY SAFE

Many hazards can arise out of poor electrical safety and lack of care. Below are some tips to ensure that you and the property you are living in remain safe.

Check how the appliances provided in the property are set up when you first move in and ensure that sockets and extension leads have not been overloaded.	✓
Check that all appliances provided by the landlord are in proper working order and not have signs or age or damage. Look out for cuts or abrasions to cables, loose parts or screws and any signs of burning or overheating.	✓
Report any electrical faults to your landlord as soon as possible and do not attempt to carry them out yourself. Your landlord should employ a registered electrician to carry out all necessary electrical work.	✓
Always switch off your electrical items when they are not in use	✓
Do not store anything on top of your microwave as this could cause it to overheat.	✗

Find out more about electrical safety at **www.electricalsafetyfirst.org.uk/** where you can download a 'Visual Checks App' to conduct a quick and easy electrical safety check of your property.



SMOKE ALARMS & CARBON MONOXIDE DETECTORS

Your landlord should provide:

- One smoke detector on every floor of your property which is used as living accommodation, and
- One carbon monoxide detector in any room used as living accommodation where solid fuel is used.

It is your responsibility as a tenant to test smoke alarms regularly and replace the batteries when they run out (but they should all be working when you move in!)

If you have concerns about fire safety in your property, you should tell your landlord.

You can also ask the Fire and Rescue Service to visit your home and carry out a Home Fire Risk Assessment. For details visit **www.fireservice.co.uk/safety**

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REPAIRS

Step 1

Whose responsibility is it?

Your contract should set out who is responsible for different repairs or odd-jobs around your rented flat or house.

The law also implies various duties on landlords to keep the property safe and in good repair.

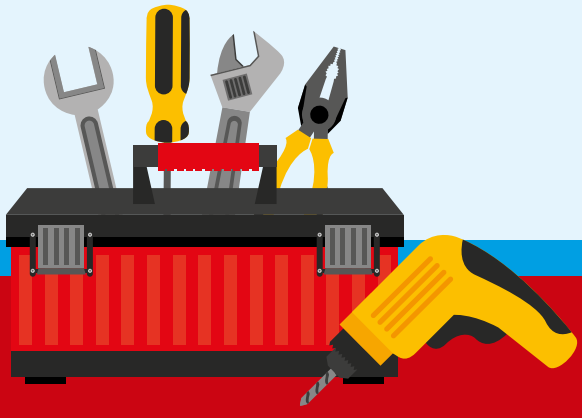
It is not always easy to determine exactly who is responsible for certain repairs. Your rights and responsibilities may vary depending on the type of letting agreement that is in place. Seek advice from a Housing Advisor if you are not sure about the situation in your rented flat or house.

LANDLORD'S RESPONSIBILITIES

- In general: the big things!
- Heating and hot water supply
- Basins, sinks, baths and toilets
- Structure of the property including windows, external doors, drains and gutters
- Gas appliances (boiler, cooker)
- Fixed electrical installations (wiring, electrical sockets and fittings)

TENANT'S RESPONSIBILITIES

- Report repair issues to the landlord or managing agent
- Change light bulbs
- Test smoke alarms periodically, and changing the batteries if required
- Keep the property (and the garden, if there is one) clean and in good order



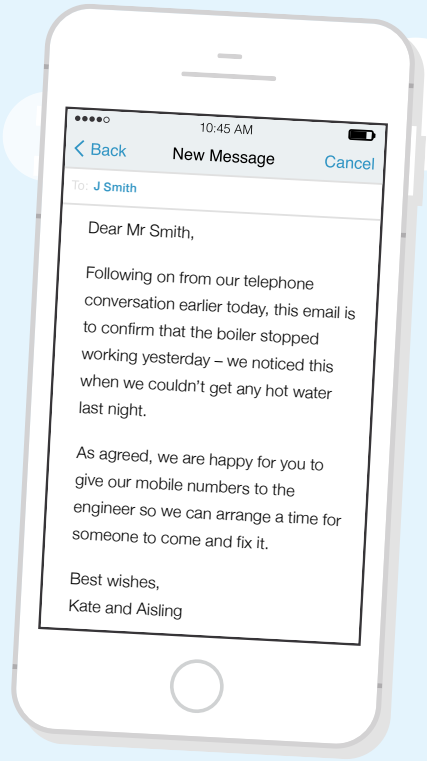
Step 2

Report it!

- In writing – a simple email is best
- If you report something by telephone or in person, follow-up with an email to confirm what you discussed

  Report the details that are relevant:

  - What has stopped working?
  - When did it stop working?
  - Is it affecting anything else in the flat?
- Keep a record of any emails or messages sent and received
- Keep back-up copies of photos and other important files
- Keep notes of relevant dates and events, such as:
  - Appointments arranged for the landlord or an engineer to visit the property
  - Any diagnosis of the problem from an engineer
  - Estimates of how long it will take to fix the problem, order parts etc.
  - The date on which each problem is finally resolved



HOW LONG SHOULD IT TAKE FOR A PROBLEM TO BE FIXED?

- A landlord should fix problems in your rented property within a reasonable time
- What is 'reasonable' will vary depending on the circumstances. If you think things are taking too long and are not sure of how to proceed, you should seek advice

Step 3
Follow-up

WHAT IF THE PROBLEM DOES NOT GET FIXED?

- If your landlord is not seeing to repairs within a reasonable time (or at all…) they may be in breach of the tenancy agreement. You may also have a claim for compensation
- It might help to:
  - Write a follow-up letter
  - Seek advice from a Housing Advisor, who may be able to write to the landlord on your behalf
  - Contact your local council (find the right department on their website)

For more detailed guidance on repairs, you can:

- Seek advice from a Housing Advisor at the **University of London Housing Services**
- Find out more about the topic of repairs on the **Shelter** website: **www.england.shelter.org.uk**

CAN I MOVE OUT IF THE PROBLEMS DO NOT GET FIXED?

- Not usually. You should seek advice about your situation before you take any action
- It might be possible to agree with the landlord over an early termination of the tenancy (otherwise known as a 'surrender')

See page 96 for further details on leaving early.

CAN I WITHHOLD RENT?

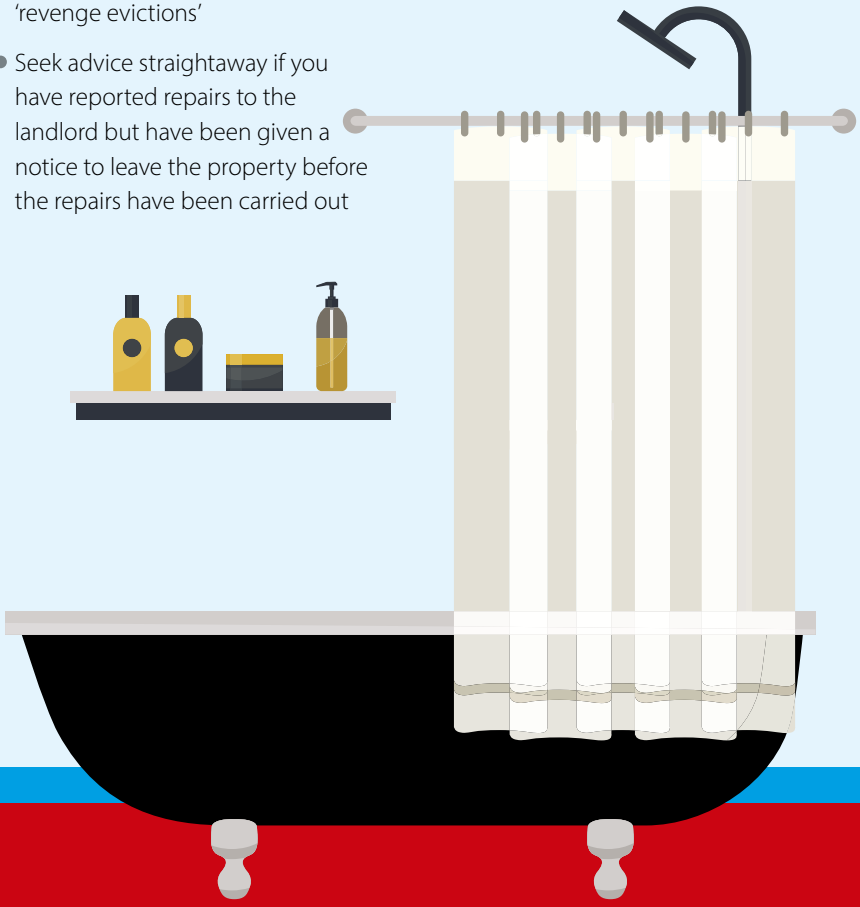
- This is not usually advised
- Your obligation to pay rent is separate from the landlord's obligation to carry out repairs
- Your landlord could evict you if you withhold rent, even if there are repairs to be done
- Seek further advice about your situation from a Housing Advisor before taking action

CAN MY LANDLORD EVICT ME IF I REPORT REPAIRS?

- This is known as 'revenge eviction'
- A landlord can usually bring a tenancy to an end by serving a section 21 notice, but not during the fixed term
- If you have an assured shorthold tenancy (AST) that started on or after 1 October 2015, then you have some extra protection against 'revenge evictions'
- Seek advice straightaway if you have reported repairs to the landlord but have been given a notice to leave the property before the repairs have been carried out

CAN I DO THE REPAIRS MYSELF?

- It is very risky for tenants to take on repairs themselves, even if directly employing a contractor. You would be responsible for any defects in the work and the landlord may be unwilling to reimburse you for the money you have spent
- Always get the landlord's written permission before carrying out any work at the property



DAMP AND MOULD

You might have a problem with damp or mould in your home if there are:

- Musty smells
- Dark or discoloured patches on walls or ceilings
- Evidence of mould growth

It is not always easy to identify the cause of a damp and mould problem and, in turn, who is responsible for fixing it.

DAMP AND MOULD MIGHT BE A RESULT OF:

- Condensation due to poor ventilation
- Lack of insulation of the property
- Leaking pipes
- Rain water coming in through cracks in the roof or external walls
- Blocked guttering or drains which are overflowing
- Water rising from the ground due to inadequate damp-proofing

THINGS THAT TENANTS CAN DO TO TACKLE CONDENSATION AND REDUCE THE RISK OF MOULD GROWTH INCLUDE:

- Wiping down condensation you see on walls and windows
- Check that extractor fans are working correctly
  - Test an extractor fan by holding a piece of paper over it. If the fan holds the paper in place, then it is likely to be working well
  - If the extractor fan is not working, report this to your landlord
- Keeping the property adequately heated and ventilated

REPORT IT

If you experience problems with damp or mould you should report it to your landlord. You might find that landlords or agents are quick to put the blame on the tenants and their use of the property as being the cause of the problem, so make sure you let them know:

- Steps you have taken to tackle the condensation
- Size and location of any damp patches on walls or ceilings
- Any changes or updates to the situation, especially if the mould problem begins to get worse
- Take photos of the issue and send them to your landlord (keep the photo's for your records too)

INFESTATIONS

No one likes the idea of mice, rats or other pests in their home. If you identify a problem, you should concentrate on two main points:

HOW DO I GET RID OF THEM?

Many Councils provide services for treating rodent or insect problems through their Environmental Health departments. Some Councils help to address rat problems free of charge.

Supermarkets and hardware stores usually sell traps or treatments to help tackle problems.

Private pest control companies are more expensive than shop-bought treatment methods, but will generally be more effective. Check your Council's website to see if they offer a cheaper service.

HOW DO I STOP MORE OF THEM FROM COMING INTO MY HOME?

What the landlord can do:
Blocking or filling in any holes or gaps through which mice or rats can gain entry. If a hole in a wall or floor is a result of disrepair, then this is the landlord's responsibility.

What tenants can do:
Make sure the property is kept in a clean condition.

Empty the rubbish bin regularly and do not leave food lying around.

Report problems to the landlord as soon as they arise.

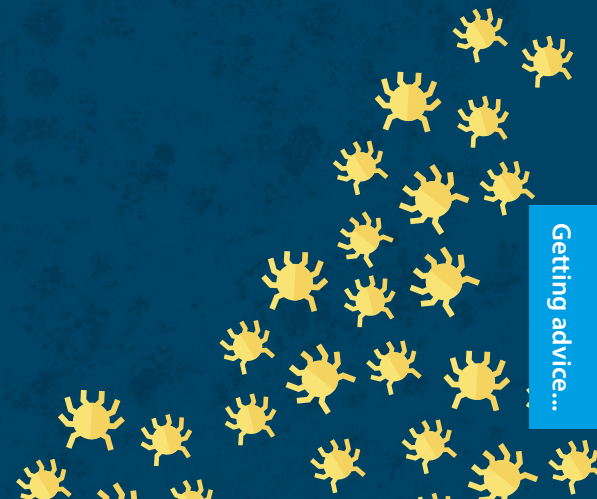
WHO IS RESPONSIBLE?

It can be difficult to determine who is responsible for getting rid of an infestation. Generally, if a problem is present from the start of the tenancy, it would be the responsibility of the landlord. However, if the problem only occurred after the tenants have been living there for a few months, it may be difficult to prove that they did not cause or contribute to the problem.

Seek advice if you are unsure of where the responsibility lies.

Bed bug warning

- Bedbugs are increasingly becoming a problem in large cities like London.
- You should seek advice straightaway if you move into a property that is infested with bed bugs.
- A delay in seeking advice might limit your options for resolving the situation.

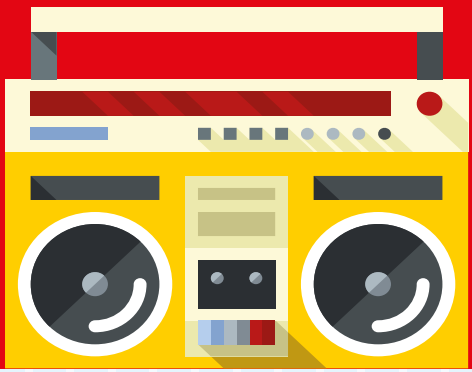


NOISE & NEIGHBOURS

Noisy neighbours can make your life a misery.

You can try to talk it over with your neighbours to see if you find a way forward that works for you all.

If talking does not get you anywhere, you should get in touch with the Noise Pollution or Environmental Health team at your local Council. The Council has a range of powers to deal with noise, including the confiscation of stereos and other noisy equipment. Your landlord is usually not liable for issues with neighbours or people who don't live in your home.



MORTGAGE REPOSSESSIONS

Your landlord will have a mortgage if he or she has borrowed money from a bank in order to buy the property in which you live. If the landlord fails to keep up with the mortgage repayments, then the bank may be able to repossess your home and you may need to find alternative accommodation. This is a relatively rare occurrence, but the consequences of mortgage repossessions for tenants can be very disruptive.

The bank will need a court order in order to end your tenancy. The bank should first write to you at the property to let you know what is happening.

- You should **open and read** any post addressed '*To The Occupier/Tenant*'
- You should **forward** any post addressed '*To The Landlord/ Homeowner*' to the landlord or agent as soon as possible

Seek advice straightaway if you find out that a bank or other party going to court to get possession over your rented property.

INTRUSIVE LANDLORDS

Your rented flat or house is your home. A landlord who does not live at the property with you has no right to let him or herself in without your permission.

Your tenancy agreement is likely to allow the landlord or agent to:

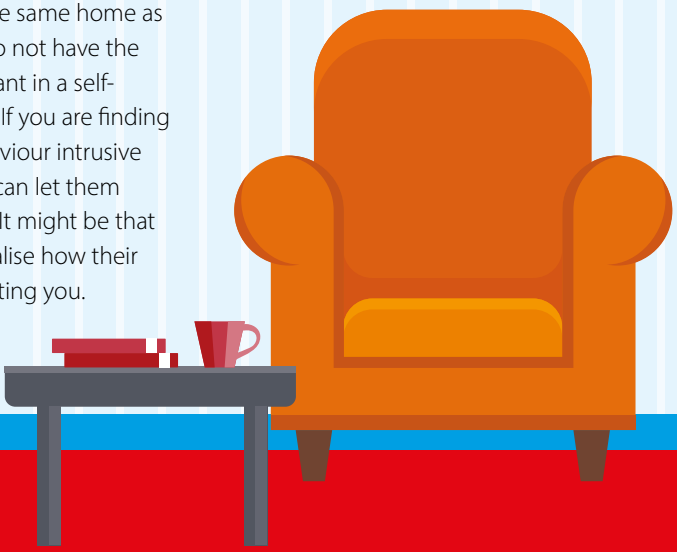
- Inspect the property from time to time during the tenancy
- Enter the property to carry out repairs
- Show prospective tenants or purchasers around the property

You can usually insist on being given at least 24 hours' advance notice of any visit to the property by the landlord or agent, except in emergency situations.

If the landlord or agent is not observing these rules, put your complaint to them in writing. If things do not improve, seek advice.

RESIDENT LANDLORDS

If you are living in the same home as your landlord you do not have the same rights as a tenant in a self-contained property. If you are finding your landlord's behaviour intrusive or overbearing you can let them know how you feel. It might be that he or she did not realise how their behaviour was affecting you.



LEAVING EARLY

Most students in London will sign a fixed term contract, usually for 12 months. There is no automatic right to end a contract early by giving notice. However, there are a number of ways you can leave a property before the end of your contract:

BREAK CLAUSE

WHAT IS A BREAK CLAUSE

A break clause allows either the tenants or the landlord to end the tenancy early by giving notice. There are usually limits on when and how notice can be given.

If you have a joint tenancy, then all tenants must give notice jointly under the break clause in order to bring the tenancy to an end. It is not possible for just one joint tenant to use the break clause and move out whilst the others remain.

Caution:

- A break clause gives the landlord the right to end the tenancy early as well
- Seek advice on the wording of a break clause before you sign the contract
  - Make sure you know what you need to do to use the break clause
  - Check that the break clause cannot be used by a landlord to end the contract during your revision or exam period
  - A break clause that gives the landlord greater rights and more flexibility than the tenant might be unfair and may not be enforceable by the landlord

ASSIGNMENT

- You can move out early if you find someone who can take over your tenancy – this is known as 'assignment'
- It is your responsibility to find a replacement tenant, and your landlord (and flatmates) need to agree in writing to an assignment. If a letting agent is involved, they might be willing to help to find new tenants
- Your landlord cannot 'unreasonably' refuse to consent to an assignment and a term in the contract that says assignment is not allowed may be unfair
- There can be a fee for assignment, but it shouldn't be more than £50
- Assignment should be agreed in writing by 'Deed' (a legal agreement confirming the assignment)

SUB-LETTING

- This is where you find a new tenant for your room but you continue to pay rent to your landlord
- Sub-letting can be risky, as you take on the responsibilities of a landlord and remain liable to your landlord for any damage caused to the property by your sub-tenant
- It is important to get the consent of your landlord and your flatmates before sub-letting

SURRENDER

- This is the legal term for where a landlord and tenant mutually agree to bring the tenancy to an end
- Surrender must be agreed in writing by 'Deed'
- You may have to pay the landlord or agent 'reasonable costs' for a surrender

CAN I JUST MOVE OUT?

- A tenant's options for moving out part-way through a tenancy are limited
- Moving out early is not generally recommended, as you will likely still be liable for the rent for the rest of the contract
- Seek advice from a Housing Advisor if you think that:
  - The landlord or agent misled you or misrepresented the situation before you entered into your tenancy
  - You relied on promises or assurances from the landlord or agent in entering into the tenancy, and the landlord or agent has not done as promised
  - The property has become uninhabitable due to serious disrepair

DEPOSITS

It is common for landlords and tenants to disagree over what, if anything, should be deducted from the security deposit after the tenancy has ended.

Your tenancy agreement will probably give details about the condition that your flat or house should be left in and what deposit deductions may be allowed.

YOU SHOULD SEEK ADVICE IF YOUR LANDLORD OR AGENT IS:

- Unjustifiably withholding all or part of the deposit
- Denying responsibility for refunding the deposit
- Not responding to contact from you regarding the deposit

DEPOSIT DEDUCTIONS

Allowed		Not allowed	
✓	Cleaning	✗	Fair wear and tear
✓	Damage	✗	Improving the property
✓	Unpaid rent	✗	Damage that was there before you moved in

HOW TO AVOID DEPOSIT DISPUTES

1. Read your contract – this will usually give details about the condition in which you should leave the property when you move out
2. Do a thorough inventory – at both the start and end of the tenancy, with lots of photos
3. Keep records of emails and photos during your tenancy as evidence
4. Meet with the landlord – before the tenancy ends you can discuss any issues and resolve them before you move out

REMEMBER:

When it comes to deposit deductions, there is an allowance for 'fair wear and tear'

- A 'brand new' piece of furniture won't look brand new at the end of a 12 month tenancy. The landlord cannot charge you for a replacement if the only deterioration is due to normal everyday use.

Also, a landlord cannot automatically charge you the full cost of a brand new replacement item.

- If you move into a property with a carpet that is 5 years old, but is subsequently damaged and requires replacement at the end of the tenancy, you would only be liable for a proportionate amount of the cost of a brand new replacement carpet. This factors in that a landlord cannot make deductions from a deposit in order to 'improve' the property.

GETTING YOUR DEPOSIT BACK

STEP 1:
My landlord has not refunded my deposit

- Write to your landlord, asking for:
  - The deposit to be returned, and
  - An explanation for why it has not been returned
- Keep copies of any emails, messages or documents received from the landlord

STEP 2:
My landlord has not responded or I am not happy with the response

- Seek advice as to how to proceed.
- The options available to you may include:
- **Negotiating**
  - You may be able to negotiate the return of the deposit by raising other issues where you have a claim against the landlord
  - Based on the advice you receive, you might feel that meeting the landlord halfway and agreeing to some deductions is a reasonable compromise and allows you to resolve the matter quickly
- **Alternative Dispute Resolution ('ADR')**
  - If your deposit was protected you can use the deposit protection scheme's free ADR service. You have 3 months after moving out of the property to make use of ADR. You can raise a dispute online via the scheme's website
  - ADR only covers the deposit and deductions from it – it does not take account of other claims you might have against the landlord, such as disrepair or other breaches of contract

STEP 3: Taking court action

- If you cannot reach a compromise through negotiations and ADR is not available, then you might consider taking court action to get your deposit back
- The court system can be complex, expensive and slow. There is no guarantee that your claim will be successful
- **Always seek advice before submitting a court claim**

SMALL CLAIMS IN THE COUNTY COURT

A claim for the return of a deposit is likely to be for less than £10,000 and therefore a 'small claim'.

- You need to pay a fee in order to submit your claim
- A further fee is payable if the matter progresses to a hearing
- Be prepared to commit a certain amount of time in preparing and pursuing your claim

CLAIMING FOR A DEPOSIT PENALTY

If your landlord did not follow the deposit protection rules fully then you may have a claim against the landlord for a penalty payment of between one and three times the value of the deposit.

- A special court procedure applies
- The fees are higher than for a 'small claim'
- Seek advice on how to proceed

Housing Advisors at the University of London Housing Services can advise and assist tenants in negotiating the return of deposits and, where negotiations fail, taking court action.

Other useful resources on this topic can be found at:

www.england.shelter.org.uk

www.justice.gov.uk

www.gov.uk/make-money-claim-online

www.moneyclaim.gov.uk

WHERE CAN I GET ADVICE?

UNIVERSITY OF LONDON HOUSING SERVICES

The University of London Housing Services (ULHS) provides advice and assistance on all aspects of renting accommodation in the private sector. The service is free to use and available to students at our subscribing Colleges and Universities, as well as staff employed by the University of London.

If you are looking for, or living in private rented accommodation and need advice, you can get in touch with us:

W housing.london.ac.uk
E housing@london.ac.uk
T 020 7862 8880

@ULHS

UoLHousingServices

ALTERNATIVE SOURCES OF ADVICE AND INFORMATION

SHELTER

Shelter is a housing and homelessness charity. Their website is full of useful information and advice, including:

- An online tool to check where your deposit is protected
- Template letters on disrepair and deposit issues for tenants to send to landlords and agents
- A comprehensive guide to your rights on all aspects of rented housing

W england.shelter.org.uk
T 0808 800 4444

CITIZENS ADVICE

W citizensadvice.org.uk

They have a great website filled with useful information. You can also visit your local Citizens Advice bureau for face-to-face or telephone advice.

YOUR COLLEGE OR STUDENTS' UNION

Many Colleges, Universities and Students' Unions offer advice on housing, debt, immigration and other topics.

LOOKING FOR SOMEONE TO TAKE OFFICIAL ACTION?

Your local Council is likely to have many departments that can assist on housing issues, including:

- **Environmental Health** – investigating standards in private rented housing and taking enforcement action against landlords and agents who do not comply with the law
- **Trading Standards** – deal with complaints about unfair trading practices, such as hidden letting agency fees
- **Tenancy Relations** – assistance for tenants in cases of harassment or illegal eviction

You may need to report the matter through your local Citizens Advice Bureau in order to report matters to the Council.

Find your local Council here:
W gov.uk/find-your-local-council

LOOKING FOR A HOUSING SOLICITOR?

If you would like to seek advice directly from a housing solicitor, you can find contact details for members of the **Housing Law Practitioners Association** here: **www.hlpa.org.uk/cms/find-a-housing-lawyer/**

HEALTH WARNING

There are many sources of advice available and each advisor might take a slightly different approach to any given situation. Acting upon potentially conflicting advice from multiple sources might be disadvantageous to you. Therefore, we recommend sticking with one advisor or source of advice on any given issue.

CONTRACT CHECKING GLOSSARY

Term	Meaning
Additional Occupier	A person that is not a tenant but has permission to stay in the property.
Arrears	Rent that is lawfully owed but has not been paid as agreed.
Assign	To transfer your tenancy to somebody else.
Assignment	Legally transferring a tenancy from one person to another.
Assured Shorthold Tenancy (AST)	The most common form of tenancy is an AST. It grants the tenant exclusive occupation and a landlord requires a court order to end it within a fixed term.
Break Clause	A break clause allows both the tenant and landlord to give notice to end the tenancy early. Any conditions for exercising the break clause should be the same for the landlord and tenant.
Data Protection	This relates to the laws in place to control and safeguard the way your personal information is used by organisations.
Fixtures and Fittings	Fixtures are items which are attached to the property, such as a boiler; whereas fittings are items which are free standing or hung by a nail or hook such as a painting.
Inventory	A written record of highlighting its condition, listing the items within it and their condition. It will normally include pictures.
Joint and Several liability	Where you have a joint tenancy agreement, each tenant will be jointly and individually liable for paying rent as well as carrying out all the obligations in the tenancy agreement. You will all be equally liable.
Landlord Obligation	What the landlord is required to do.

Licence to Occupy (Licence)	A licence is personal permission for someone to occupy accommodation. It allows non-exclusive occupation, typically on a short-term basis.
Quiet Enjoyment	A tenant's right not to have the landlord or the landlord's agents interfere with their tenancy. For example by not giving reasonable notice before visiting the property.
Schedule of Condition	A record of the condition of the property at a particular date (usually at the beginning of a tenancy).
Special Conditions	These are individually negotiated terms between you and your landlord or agent. For example a break clause or provision of furniture.
Statutory notice	A minimum amount of notice required by law.
Statutory rights	Rights you are legally entitled to because of an existing law.
Sublet	Renting all or part of a property that you are renting from someone else.
Surrender	A voluntary agreement between a landlord and tenant to end a tenancy.
Tenant Obligations	What the tenant is required to do.
Tenant like manner	Looking after the property and treating it like it was your own. For example by carrying out small jobs such as changing light bulbs.
Unfair term	A term in the contract which creates a significant imbalance the landlord and tenants' rights and obligation under the tenancy. Such a term will be in breach of consumer regulations.
Uninhabitable	Not suitable for an occupier to live in. Determining that a property is uninhabitable can be difficult. Seek advice if you are concerned about the condition of your home.
Utilities	Essential services such as gas, water and electricity.
Vacant possession	Leaving the property unoccupied and free of your belongings.
Void	Not binding on the parties under the agreement.

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Special thanks to:
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housing.london.ac.uk