

## Check Your Contract

Before you sign the contract for your student house remember that a contract is legally binding. Once you have signed it you are responsible for the terms of the contract for the entire length of the contract (unless there is a break clause).

Remember: a Joint Tenancy (where you all sign the same contract) means that you are equally entitled to joint exclusive possession of the whole of the property. As a 'joint tenant' you are jointly liable for the whole rent due on the property, breakages and disrepair. If one student leaves early, the landlord has the right to request the missing rent from the remaining tenants.

Key minimum terms, which should be in any agreement are:

- Type of agreement
- Date of agreement
- Parties to the agreement
- Address of the property being rented
- Length of fixed term
- Amount of rent and what that includes
- Details of when and how rent is payable
- Name, address and contact details of landlord

The following terms are also preferable:

- Rights and responsibilities of the landlord
- Rights and responsibilities of the tenant
- Details of ways in which the contract may be broken – 'break clauses'

Unfair terms could apply to any part of the agreement, such as:

- Financial penalties that weren't explained
- Exclusion of landlords liability for repairs
- Unfair termination and eviction clauses

Any term is deemed unfair if:

- it is contrary to the requirement of good faith
- there is a significant imbalance in the parties rights
- it is to the detriment of the consumer
- it is inconsistent with other occupiers rights by law, for example:
  - if a tenancy agreement states that the landlord has unrestricted access to the property at all times, this is inconsistent with the tenants 'right to quiet enjoyment of the property'
  - if a tenancy agreement states that the occupant cannot have guests staying with them in the property, this is inconsistent with the tenants 'right of exclusive possession'
  - if the Landlord seeks to transfer responsibility for keeping a property in repair, by stating in the agreement that this is 'the responsibility of the tenant'
    - This has no legal effect, as by law a landlord cannot 'contract out' their basic legal rights to the tenants

### **Additional costs**

- Have you thought about additional cost of bills on top of rent?
- Are there any charges for the late payment of rent? What is this figure?
- Are there any hidden charges in the contract?
  - Payment upfront - holding fees
  - Charges for tenancy agreement
  - Charges for inspection of property

Remember – you are responsible for paying rent from the 1<sup>st</sup> July, even though you usually won't move in until September, you need to budget for this!

### **Rights and Responsibilities**

As a tenant you are entitled to:

- Stay in the property until the contract ends
- Quiet enjoyment of the property - your landlord must give you at least 24 hour written notice before entering the property (subject to contract clauses and emergencies) this is a requirement by law
- Have certain repairs completed for you
- Evidence that the property meets necessary safety standards (e.g. up to date Gas Safety Certificate/HMO License if applicable/electrical safety certificates as appropriate)
- Have the property in an habitable state at start of the contract and throughout your tenancy
- A certificate of registration showing the Tenancy Deposit Scheme (TDS) where your deposit is being protected
- Name, address and contact details of the landlord or letting agent
- Negotiate the terms of your contract

As a tenant you are responsible for:

- Pay your rent and bills on time
- Look after the property
- NOT be a nuisance – be it through noise or mess (including waste disposal)
- NOT sub-let your room or property
- Inform the Council of your exemption from council tax providing necessary exemption forms
- Be responsible for your household and any visitors
- Give your landlord access when given the correct notice (at least 24 hours)
- Ask your landlord/agents permission when necessary (e.g. hanging pictures, painting walls)
- End the tenancy as outlined in the contract