



LOOKING LIVING LEAVING

A one-stop guide for Christ Church students living off-campus

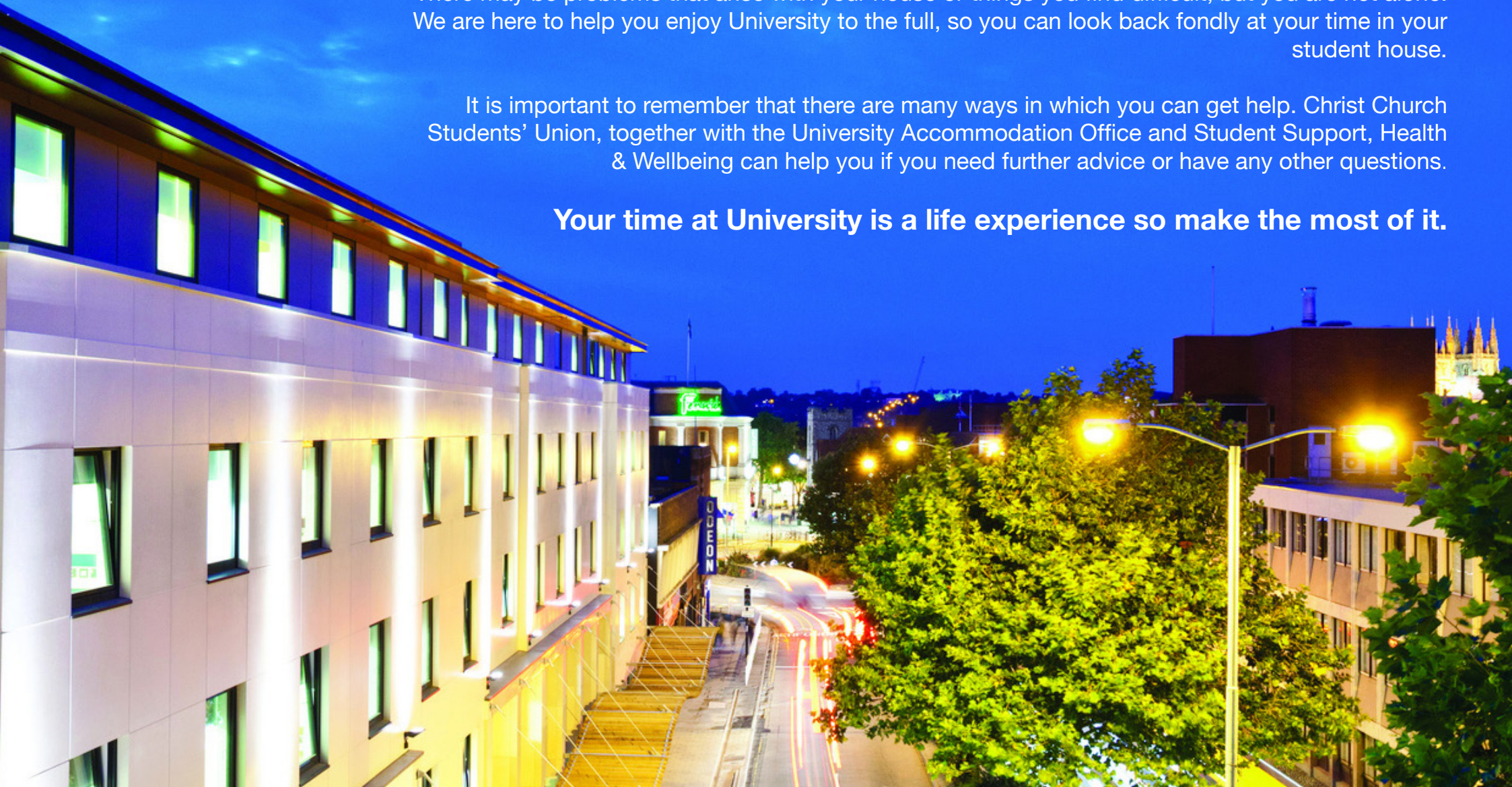
Coming to University may be your first experience of living away from home, and living in the private rented sector. This is exciting and fun, but also daunting and complicated.

This is a student friendly guide about renting in the private sector as well as useful contacts you may need throughout your year. Make sure that you read it in full and keep hold of it as a reference point for different issues.

There may be problems that arise with your house or things you find difficult, but you are not alone. We are here to help you enjoy University to the full, so you can look back fondly at your time in your student house.

It is important to remember that there are many ways in which you can get help. Christ Church Students' Union, together with the University Accommodation Office and Student Support, Health & Wellbeing can help you if you need further advice or have any other questions.

Your time at University is a life experience so make the most of it.



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LOOKING

Looking for and securing a property can be a daunting prospect, but don't fret, this section will give you all the information you need!





Getting started

Renting a property off campus is a big commitment, and not something that should be rushed into. You'll hear all sorts of myths and rumours about getting your property early.

Before you start to look for a house you might want to think about who you're going to be living with. This is something not to be rushed into – the person that is the most fun during Welcome Week might turn out not to be the most reliable housemate! You only truly know someone when you live with them so it helps to know people's habits, hobbies and personalities before you move in together. Similarly, best friends don't always make the best housemates.

Ways to find housemates:

- Those you already live with or people from your course/social life
- The Home Stamp Accreditation Scheme email message board
- University / Union events and activities
- Student forums or adverts

Make sure you always try to meet people and spend time with them before you decide to live together.

If in any doubt seek advice from people on the 'Useful contacts' page.

New student?

If you are a new student considering living in non-University accommodation off-campus you should really book a short stay in a guest house for when you first arrive in Canterbury so this will then give you time to view suitable places to live when you are actually here.

Information about hotels and guest houses is [available online](#).

It is not advisable to try and rent long term accommodation unseen over the internet and definitely do not send any money in advance to any landlord or agent until you are sure that they are who they say they are.

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Fools rush in: The myths & the facts

Myth: There are not enough properties in Canterbury to house all the students.

Fact: There is a good surplus of housing in Canterbury that can more than cater for the needs of the many different students.

Myth: If I don't get a property quick, I'll end up living ages away from campus.

Fact: There are loads of properties near the University that do not all get snapped up immediately – we find there are properties within 5 or 10 minutes' walk to campus still available right up until September! There are also some private student accommodation providers with purpose built flats.

Myth: The majority of people get their houses for next year before Christmas.

Fact: Recent surveys have shown that most students were signing their accommodation agreements during January, February and March.

Myth: If I don't get a house before Christmas, all the good ones will be gone.

Fact: There are lots of good properties in Canterbury – we are one of the best cities in the country for high standards of student housing. Home Stamp ensures that there are many good quality student houses available all throughout the year.

Myth: All the affordable houses will be gone first and landlords put their rent up after Christmas.

Fact: If anything is true then it's actually the exact opposite of this! The more expensive properties tend to go first (and remember this doesn't necessarily mean better) and landlords certainly won't push their prices up as the year goes on.

Top reasons to wait until January

Give yourself time to:

- Gain all the right skills and knowledge you need to go out and rent.
- Find out who are the recommended landlords and other useful organisations and arrange viewings without rushing.

There is a Joint Housing Fair with Canterbury Christ Church, University of Kent and UCA in January with recommended landlords and other useful organisations who you can meet with and easily arrange viewings. We can update you with the date and location of the fair nearer the time.

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Home Stamp Accreditation Scheme

The Home Stamp accreditation scheme exists to promote good properties and landlords to students in Canterbury and Broadstairs.

Landlords and agents that are accepted on the accreditation scheme have previously agreed to meet standards that go beyond the minimum legal compliance and they have signed up to abide by a code that will protect tenants.

The Scheme operates a search engine that allows you to search for accredited properties

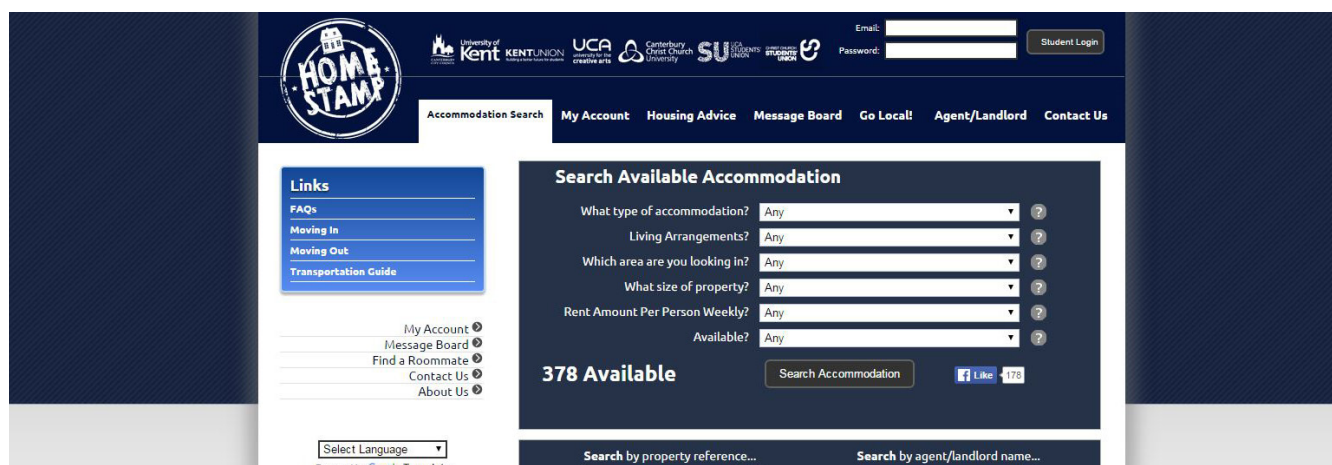
and it should be your first port of call when trying to find a property.

Renting an accredited property will help you during your time as a tenant. Should any issues arise you can raise any grievances through the scheme to help resolve them.

In Medway? Here is a list of accredited landlords and more useful information for students [renting in Medway](#).

You can also search for a housemate on the [Home Stamp](#) site

Make sure you meet prospective housemates in person and get to know them before signing for a property.



The screenshot shows the Home Stamp website's search interface. At the top, there's a navigation bar with the Home Stamp logo and various university logos (University of Kent, UCA, Canterbury Christ Church University, SU, etc.). Below this is a search bar with fields for Email and Password, and a 'Student Login' button. The main content area is divided into two columns. The left column contains a 'Links' section with links to FAQs, Moving In, Moving Out, and Transportation Guide. Below this is a 'My Account' section with links to My Account, Message Board, Find a Roommate, Contact Us, and About Us. The right column features a 'Search Available Accommodation' section with several dropdown menus for filtering results: 'What type of accommodation?' (Any), 'Living Arrangements?' (Any), 'Which area are you looking in?' (Any), 'What size of property?' (Any), 'Rent Amount Per Person Weekly?' (Any), and 'Available?' (Any). Below these filters, it says '378 Available' and has a 'Search Accommodation' button. At the bottom, there are two search options: 'Search by property reference...' and 'Search by agent/landlord name...'. A 'Select Language' dropdown is also visible at the bottom left.







Landlords, agents & types of properties

Landlords and agents: what's the difference?

Landlord: You may live in a property that is rented to you directly by the landlord who is usually the owner of the property. They often manage their houses themselves including carrying out or organising repairs. Tenants usually deal with them directly.

Letting agent: A letting agent is usually appointed by a landlord to advertise and sometimes manage the letting of their property.

A letting agency will sometimes charge the landlord a fee for providing an advertising service only or they may charge a percentage of the monthly rent in return for fully managing the property e.g. all communications with tenants and carrying out any necessary repairs during the tenancy. Letting agents will often operate under the umbrella of an Estate Agent.

Not all letting agents offer student lettings, some landlords and agents only want to let their accommodation to non-students or families.

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Types of property

Shared houses/flats – The most common type of student housing and usually the cheapest. Renting a room in a house and sharing the kitchen, lounge (if there is one), and sometimes bathroom and toilet with other students.

Self-contained flats and houses with one or two bedrooms – Should have its own bathroom, toilet and kitchen so you won't have to share facilities. A good option for small families, couples or those who prefer a quieter lifestyle. This type of property may be rarer and more expensive.

Private sector large developments – Privately owned single developments that will house large amounts of students. Often divided into flats of 4 to 6 students who have individual bedrooms (possibly with en-suite). Kitchen, bathroom and living space are shared.

Bedsits and studios – A bedsit is a room with some form of self-contained amenity, normally a small kitchen or separate washing facility. Bathroom and toilets are usually shared with other residents. A studio is self-contained but the living area normally houses kitchen, lounge and bedroom in one space.

Room in an owner's home – Provision of meals and who you share with varies. House rules and regimes can also vary considerably, so it's best to talk about how the house works and what they would expect of you.



Tenancies & tenancy agreements

Your tenancy agreement is the most important part of getting your house – it's there to protect both you and the landlord so it should be read very carefully.

Your tenancy is most likely to be an Assured Shorthold Tenancy Agreement (see Jargon Buster on pg 25). Here are the types of AST that you will most likely come across when renting accommodation:

Fixed-term contract

This is a contract that states when the tenancy begins, and when it will end. Often students will rent on a 12-month fixed-term contract. This also means that if you leave the tenancy before the end date, you are likely to be liable to pay the rent until the end of the contract, or find a replacement tenant.

Rolling contract

Should you continue renting the property past the end date on a fixed-term contract, or have a contract with no end, your contract will end when either the landlord or tenant give notice to quit.

Joint contract

If you and your housemates all have the same contract with everyone's name on, you and/or your guarantor are 'jointly and severally liable' for money owed – for example if someone leaves the contract early – or any damage is caused, even if you personally did not cause it.

Individual contract

If you have a separate individual agreement between only you and the landlord/agent, and another tenant leaves, the landlord/agent cannot ask that you cover their rent.

You should always ensure that you have read your tenancy agreement and fully understand all the clauses. Never sign a tenancy agreement unless you have read it all and understood it. If there is anything you're not sure of, ask the landlord or agent.

Student Support or the Union can check your tenancy agreements for you for free. Please read the contract carefully and go to a drop in with questions or get a more detailed check by appointment. If you feel you don't agree with something in the tenancy agreement, then take

it up with the landlord/agent and try and come to a compromise before you sign. Your tenancy agreement is legally binding so once you've signed it you agree to abide by it. Remember...

...there is no remedy for a bad bargain!

Council Tax

Eligible students are exempt from council tax between their course start and end dates. If your tenancy agreement starts or ends outside these dates, you will be liable for council tax during that period. To be granted exemption you will need to supply your council with a certified evidence of your student status. The University can provide a certificate but:

- Students must be fully registered and have no outstanding debts to the University
- Part-time students must be undertaking 65 credits or more per academic year
- Students who are resitting or repeating a year on a part-time basis (60 credits or less per year) are not eligible for Council Tax Exemption.

LOOKING

Fees & deposits - what are you paying for?

Aside from the rent you'll be paying as a tenant, you'll often need to pay a sum of money upfront when signing for your house.

It's important to understand what you're paying for and what is refundable and non-refundable. Here is a list of some of the different types of fees and deposits you might come across.

Paying a deposit? Use protection...

If a landlord/agent is taking a deposit from you they **MUST** by law put it in one of the tenancy protection schemes within 30 days and give you 'Prescribed Information' about it. These schemes protect both you and the landlord when it comes to deciding how much of the deposit is returned. If the decision cannot be agreed by both parties, the deposit scheme will make a neutral decision based on evidence given by both parties. If paying a deposit, you **MUST** ask whether it is protected! Whilst paying deposits can seem annoying, it is safer for you to pay money to an independent third party.

The Tenancy deposit schemes

You can check if your deposit has been protected on these websites:

- [TDS \(The Dispute Service\)](#)
- [DPS \(Deposit Protection Service\)](#)
- [My Deposits](#)

Company	NON-Refundable Admin Fee	Time Limit to get Guarantor Forms signed	Refundable Deposit	TOTAL
A	£150	No limit	none	£150
B	£240	24 hours	depends on property	£240
C	£250	7 days	depends on landlord	£250
D	£320	10 days	none	£320
E	£225	7 days	£200	£425
F	£200	2 weeks	£350 due upfront	£550
G	£175	2 weeks	£400 in 2 weeks	£575
H	£180 due on 1st April	by 31st March	£400 due upfront	£580
I	£200	2 weeks	£400 due upfront	£600



Before considering any property,
you should always ask...

‘THE KILLER QUESTIONS’

Is this property accredited?
Is my deposit protected?

LOOKING

It is much easier nowadays to find rented accommodation via the internet. This should allow you to view properties online and reduce the need for too many viewings.

Once you have got a group organised you should ideally arrange to view any shortlisted properties together and have the necessary funds available to pay a holding deposit if you find your ideal house or flat.

When attending a viewing do remember that you are visiting someone else's home and respect the rights of the current tenants, however you should not hesitate to ask them how they have got on living there. They should be able to give you a good idea of what the property and landlord are like and whether it would be a good place for you to live.

Housing checklist

Here's a checklist for you to take along on your property viewings to see if the property is right for you!

- ☐ Is the property accredited by Home Stamp?
- ☐ Have you fully read the tenancy agreement and are you satisfied with it?
- ☐ Have you spoken to the current tenants for their views?
- ☐ Is the property in a good location for you?
- ☐ Can you get to and from University?
- ☐ Can you get to and from a supermarket?
- ☐ Is the property secure?
- ☐ Are the doors and windows lockable?
- ☐ Does it have double glazing?
- ☐ Are you happy with the condition of the house? If not, do you have any agreed repairs in writing?
- ☐ Are you happy with arrangements for repairs during your tenancy? Who will be your point of contact?
- ☐ Are there any signs of damp or mold? (If yes you should discuss this with your landlord)
- ☐ Who will you contact about the property during your time as a tenant?
- ☐ Are there enough toilets for the number of people living there?
- ☐ Are there enough showers or baths?
- ☐ Are you happy with the communal areas?
- ☐ Are kitchen utensils supplied?
- ☐ Is there a washing machine?
- ☐ Have you seen the Gas Safety Certificate? (legal obligation, don't sign without it)
- ☐ Have you seen the electrical safety certificate for the property?
- ☐ Have you seen the Energy Performance Certificate (EPC) for the property?
- ☐ Are there smoke alarms?
- ☐ Is the local area well lit?
- ☐ Would you feel safe at night?
- ☐ How much is the rent?
- ☐ How much is the deposit?
- ☐ Which scheme is the deposit in?
- ☐ Are any bills included?



LIVING

Congratulations!

You have selected and secured your property!
The work doesn't stop once you've got the property, use this advice for when you move in and during your tenancy.



When you move in to your property, there are a few things you need to do.

The Inventory

If there is no inventory you can write one yourself. You can find a [sample inventory here](#).

Your landlord or agent should provide you with an inventory. This is a document which indicates the condition of the property when you first move in. It is then used as a baseline to track the condition of the property and its contents when you move out. Here is an example of an inventory:

Room	Item	Condition	Notes
Lounge	Sofa	Good	Small rip on side
Lounge	Carpet	Satisfactory	Lots of small stains
Lounge	Wallpaper	Excellent	Perfect condition

It is really important that you indicate on the signed inventory that you hand back to the landlord or agent any defects such as burn marks on carpets etc. so that you will not get charged for damage that was there previously! Be sure to also take pictures (try to include dates on them) and give copies of them to the landlord or agent.

MUST DO – Make sure you fill out your inventory... you'll be grateful when you move out!

Problems on moving in?

When you have moved into your property you may find that things aren't as you had expected in terms of the condition, there might be items you were expecting that are missing or other issues. If you find any problems

when you move in, contact the landlord or agent and calmly express your concerns – you might find that things can get resolved quickly and easily. Ensure you get everything in writing (email), if things aren't solved so easily use the contacts page to get some extra help.

Setting up bills & other utilities

When you move in, call the utility companies to let them know you've moved in and give them the meter readings for that day.

The main utilities you need to think about contacting/setting up are:

- Gas
- Electricity
- Phone line
- Internet connection (usually connected to the phone line)
- TV license
- Water companies

You might want to think about how you'll be paying for the bills, so that everyone is comfortable with their contribution. It is also important that everyone in the group sets some money aside each month so there is enough funding to settle the bills. There are lots of websites that can help you with splitting and sharing the costs of bills.

Refuse & recycling

Find out when your bins are due to go out and when the recycling goes out – the council should provide you with a leaflet about how recycling works. Put the leaflet up in your kitchen so you don't forget what needs to go out and when! It will generally work that one week will be refuse and one week recycling. It's really important to keep on top of your bins, to keep your property in good condition and not bring your community into disrepair.

During your tenancy

Living in the community

Don't forget that you're living in a community along with all sorts of different people and you have a responsibility to be a good citizen! Many people live there all year round for long periods of time as opposed to students who may turn over year on year so you must remember and respect that.

Here are some tips for living in the community:

- Meet your neighbours – make sure to introduce yourself to your neighbours when you move in, bake them something and bring it round! It's important to make sure you know each other so you can help each other out if necessary.
- Alert your neighbours of any noise – if you are considering having company or anything that could potentially be disruptive, tell your neighbours in advance (they'll be appreciative if you ask their permission) and come to a compromise on noise levels/end times and make sure you stick to them.
- Get involved in your community – there's lots to do to feel part of your new community, and it helps to boost the perception of students. You can go along to your local residents' association, join in community events/projects and other volunteering opportunities.

Remember that whilst living in the community you are representing the student population and the University.

Whilst tensions that may arise in the community are not just one sided and often involve a minority of students, the University takes very seriously any behaviour that can bring the University into disrepute and will act accordingly.

Living on a budget

Your time at University can often be a financially strenuous one, and you need to think carefully about how you spend your money, particularly if you're going to be paying for house costs i.e. bills.

You can get budgeting help and advice from Student Support, and can also apply to the Access to Learning Fund through the advisors if you are in need of financial help and eligible to apply.

You can also take a look at the [Students' Union money advice](#) pages.



5 must-do's before vacating your property for a long period of time (i.e. Christmas or Easter)

1. Make sure both your landlord and your neighbours know that you're leaving

It's important to let your landlord know that you'll be leaving so they will be aware when their property will be vacant. They might want to carry out some redecoration or other works if the property is empty. Ensure that they have your up to date contact details should they need to contact you.

Similarly, it is also good to let your neighbours know when you will not be there so that they can keep an eye on your property. Burglars will often target student houses during vacation periods.

2. Secure your property and leave it in a clean condition

When you return after being away over a vacation it is so much nicer to move back in to a clean property that has not been burgled!

Ensure that the property is left secure whenever you leave it – make sure that all doors and windows are securely locked and no valuables are left visible. Just doing this will help deter any potential burglars from attempting to break into your property.

3. Settle bills and sort out utilities

Make sure you settle any outstanding bills before you leave so you don't come back to any red letter bills or threats of court action for unpaid bills!



You may also want to think about how you can save energy (and therefore money!) over the vacation periods, for example emptying your fridge/freezer and turning it off – be sure to check with your landlord first that this is ok.

4. Set the heating on a low timer

Set your heating to a timer to have low heat going through the house once or twice a day – this will stop your pipes from freezing/bursting – this is something you definitely don't want to come back to as repair bills for frozen and burst pipes could run in to thousands of pounds.

As tenants in control of the heating system in the property you risk being personally liable for this! This is one of the reasons why you should also arrange contents insurance when you move in to any property.

5. Dispose of perishable foods and put out the bins

When you leave the property for any lengthy period of time you need to dispose of all perishable foodstuffs. Maybe you could take them home with you or if not and the items are unopened see if your neighbours might want them. Ideally you should defrost the fridge before you go and you should put out your refuse bin or recycling bags for the waste disposal service to collect.



Energy Performance Certificates (EPCs) for Tenants

The purpose of the Energy Performance Certificate is to show prospective tenants the energy performance of the building they are planning to rent.

All students renting a house or flat on a joint tenancy or renting a self-contained flat should either be provided with an EPC or should be given a way of accessing this electronically. The EPC must be provided free of charge.

The EPC shows the energy efficiency rating (relating to running costs) and the Environmental Impact rating (relating to CO₂ emissions rating) of the property. They are shown on an A – G rating scale similar to those used for fridges and other electrical appliances.

The certificate is accompanied by a recommendation report that contains recommendations on how to improve the building's energy efficiency. However, there is no statutory requirement to carry out any of the recommended measures.

If you are looking for properties landlords should have given details of the EPC on the advertising material.

If there is no EPC on the website, then ask the landlord to give you a copy when you view or sign your house.

The more energy efficient the property is the less it will cost to heat - therefore saving you money!



Dealing with your landlord or agent

Good written communication is essential for a successful relationship between landlords and tenants. Email is convenient and helps both sides keep a record of what was said on which date.

Always try to be polite, respectful and factual when dealing with landlords or agents both in person and in writing. Try to avoid either too lengthy or too brief communications.

If your landlord or agent says they will do something, ask them if they could put this in writing to you.

You might want to think about setting up a folder in your mailbox and holding all correspondence between you and the landlord/agent – both emails they've sent to you and the emails you've sent to them. It will help you track what's happened and will come in handy should any problems arise.

If you are having issues with your landlord or agent that you're having trouble resolving with them directly, have a look at our Useful Contacts page for who to contact. If your property is accredited, then you can contact the Home Stamp Student Housing Accreditation Scheme for help and advice.



Living with your housemates

You often find there could be tensions between you and your housemates over things like bills and other costs, cleanliness of the property, noise and other potential rifts. It's important to try and resolve your tensions before they build up and get out

of control. Have regular chats with your housemates, cook meals and spend time together and try to avoid living in isolation.

If things are becoming out of hand you might want to consider mediation to try and resolve your problems, contact the University Mediation Clinic for help with this.

LEAVING

You're due to be leaving your property soon, here are the most important things you need to do.



LEAVING

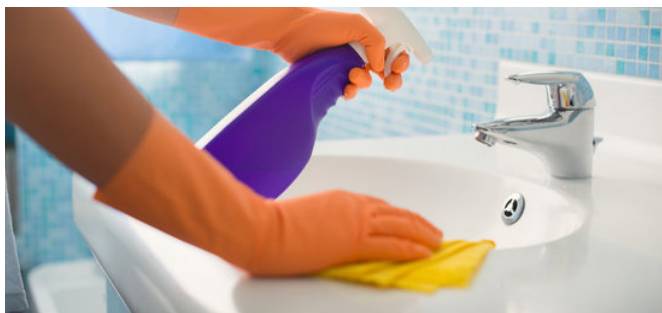
Before you go...

Cleaning

Do check your tenancy agreement to see what it says about handing back the property at the end of the tenancy. Hopefully it will include clear guidance as to what the landlord expects the tenants to do. Some landlords will expect the property to be left in a pristine condition* whereas others will accept a reasonably clean condition.

Leaving your property in a really clean condition will help prevent you having any problems getting your deposit back, regardless of how you feel the condition was when you moved in. With this in mind you might want to think about having the carpets cleaned and having a professional cleaner in. This will mean that you will have control of when the cleaning is done, to what standard, and how much you will pay! Be sure to keep receipts and invoices as evidence you've had this done.

*although allowances should be made for 'wear and tear'.



The inventory

About a month before the end of the tenancy it's time to get out that inventory! Make sure you have a copy, if not ask your landlord or agent for one.

Go through it line by line and make sure every item meets the condition indicated on the original list. It is really important to try and be present when a date is agreed for the formal 'check-out'. This is when the landlord or agents goes through the inventory and checks the condition of the property.

If you are there you can agree or disagree with anything that is discussed and again this could save you being charged unfairly for anything. If you can't be there, make sure you take lots of dated photos before you leave.

Settling bills

Make sure you get all your bills paid before you move out – call the utility companies and let them know you are leaving and provide any final meter readings on the day you actually leave.

Settling bills is incredibly important as leaving any unpaid bills could affect your future credit rating.



LEAVING

Getting your deposit back

After leaving the property, your landlord should write to you if they want to make any deductions from your deposit.

Check your tenancy agreement (or Prescribed Information) about when you can expect to get your deposit back. There will be an agreement on the time they need to complete the check out, propose deductions to you and return your deposit to you by.

If the deductions are reasonable and you agree, you simply write back (probably email) and agree. The remainder of your deposit will then be returned.

If you don't agree with the amount your landlord wants to deduct, don't feel pressured to accept it. You can try and compromise with your landlord yourself but you can also have your case passed to your deposit protection service who will make a neutral judgement.

You can get the undisputed amount back while one of the deposit protection services reviews the evidence. Simply tell your landlord that you don't accept their proposal and you want your deposit passed to the deposit protection services. Some schemes have deadlines so do this sooner rather than later. Alternatively contact the scheme yourself and submit a dispute case.

Remember, your deposit is first and foremost your money. Your landlord is responsible for making a case that they are entitled to make a deduction. Similarly, you are responsible for making sure you leave the property in a good condition.



If you are disputing your deposit, here's a [more detailed guide](#)

Mydeposits: 08449800290

The [Deposit Protection Service \(DPS\)](#): 0844 472 7000

The [Tenancy Deposit Scheme \(TDS\)](#): 0845 226 7837

JARGON BUSTER

Seen a word you're not sure of? Have a look and see if it's here:

Arrears: Money unpaid by a tenant in whole or in part after the due date specified in the tenancy agreement.

Assignment: A transfer of tenancy from a sole tenant to another person, which is a result of a request from the sole tenant to hand over their tenancy ("assign it") rather than as a result of the death of the sole tenant.

AST (Assured Shorthold Tenancy): Assured Shorthold Tenancies give the tenant the right to occupy a property for a period of time, provided that they keep to the terms of their Tenancy Agreement. There does not have to be a written contract to create an AST.

Break Clause: A clause in a tenancy agreement allowing either or both parties to follow a set procedure to break the agreement. Unusual in a student contract.

Contractual Term: A fixed period of time stated in a contract or agreement as being the time for which the contract will last.

Council Tax: The annual payment for public services due from all householders to their council. Student occupied households can claim exemption from this tax. Advice and forms to claim exemption are available from the University.

Deposit: A sum of money agreed between the parties and paid to the Landlord by the tenant as security for the satisfactory completion of the tenancy.

DPS: Deposit Protection Service - one of the deposit protection schemes.

Holding Deposit: The holding deposit shows good faith on the part of a prospective tenant enabling the landlord to take further action in the confident knowledge that the applicant is serious and fully committed to the property. It is not returnable if you withdraw from renting the property and does not have to be protected by a TDP service.

Inventory: An inventory is a list made prior to the letting, detailing all fixtures, fittings and free standing articles. This should incorporate a Schedule of Condition.

Jointly and Severally: A legal expression where two or more persons are held responsible under one tenancy. Each can be held responsible for the whole of the tenancy as well as their share.

Landlord's Gas Safety Certificate: Commonly called the 'Gas Certificate', issued by a Gas Safe registered contactor.

Landlord: The owner of a property which is let to a tenant.

Lease: A document which grants possession of a property for a fixed period of time and sets out the obligations of both parties, landlord and tenant, such as payment of rent, repairs and insurance. This may also be outlined in the tenancy agreement.

Lessor: Person responsible for granting a lease – normally the landlord.

Prescribed Information: Information the landlord must legally present you with regarding the tenancy deposit protection.

Resident Landlord: Where the Landlord occupies part of the dwelling as his main or principle home and lets the rest of it.

TDP: Tenancy Deposit Protection - generic term for tenancy deposit schemes.

TDS: Tenancy Deposit Scheme - one of the Deposit Schemes.

Tenancy: This is the temporary possession of a property by an individual or individuals, the details are described in the tenancy agreement or lease if there is one.

Tenancy Agreement: A legal document outlining the terms and conditions of the tenancy. This is used to protect the rights of both the tenant and the landlord.

Tenant: Person occupying a property, normally subject to the terms of a lease or tenancy agreement agreed with the landlord.

Term of Contract: Clause in a contract describing any stipulated rights or responsibilities.

Termination: The ending of a tenancy.

FREQUENTLY ASKED QUESTIONS

Here are some of the most frequently asked questions from students about renting in the private sector.

Q: Does a contract need to be written?

A: A contract can be a verbal or written agreement. It is better to have a written agreement as both parties know what is expected and it helps to avoid disputes.

Q: What if I'm not sure about what's in a contract that's been offered to me?

A: Do not sign a contract if you are not happy with the terms or there are any aspects of the agreement you do not understand. You should always be given at least 24 hours to read the contract through. Where possible always get your contract checked – this service is normally available through Student Support. Never sign on the spot. Once signed, the contract is legally binding on all parties – you do not get a chance to change your mind.

Q: I don't get on with my housemates anymore and I want to move out – can I give the landlord/agent notice?

A: You must first check your contract. If there is a clause allowing you to give notice to quit,

then providing proper notice is given you could move out. Most student tenancies however are fixed term agreements with no notice clauses. In these circumstances you remain liable for the rent unless you can find a replacement tenant. If you are housed by a landlord who has many houses, then you may be able to obtain a transfer to a different room in another house. This way there is no loss of income to the owner and you get to move away from the problem.

NB: if there is a serious household dispute and you feel forced to move out, seek free advice from Student Support or the University Mediation Clinic before taking any action.

Q: We have signed a joint contract but one of our housemates has moved out. The landlord/agent is asking us for the money but we feel the tenant should pay, is this fair?

A: Fairness does not really come into it. Most student contracts include clauses about 'joint and several liability'. These clauses mean that all tenants are together liable for the rent, and if one or more does not contribute, then legally the landlord can ask the others to make up the difference. The landlord's primary concern is to collect the rent. If someone leaves, the best

option is to try and find a suitable replacement as soon as possible by using the Accreditation scheme email noticeboard.

Q: I have moved out of a shared house but my former housemates are refusing to accept my replacement tenant. What can I do?

A: If the contract is joint and several the remaining household have the right to refuse a replacement tenant. However, they can only refuse on reasonable grounds such as the replacement tenant not being a student (liability for council tax). If they continue to refuse suitable replacements it is important to notify the landlord/agent. They may decide to take action against the tenants if rent remains outstanding.

If you have an individual contract, then you do not need to get the permission of others in the house. However, the landlord/agent does need to agree. It is rare that the landlord/agent refuses a replacement tenant and they would have to give good reasons for doing so.

FREQUENTLY ASKED QUESTIONS CONTINUED...

Q: I have moved out of a shared house and found a replacement for my room, my housemates are happy with the replacement. What do I do next?

A: You need to contact the landlord/agent and see whether they will draw up a new contract to include your replacement. If they refuse, the next best thing is to sign an Assignment notice. This will state that you are leaving, who is replacing you and from what date.

The notice needs to be signed by you, your replacement tenant, the landlord/agent and the remaining tenants. Normally this would secure your release from the contract and you can request your deposit back.

However, some Assignment notices do include a section that states that you remain liable for the rent should your replacement fail to pay. This is legal and would mean that you have not been released from the contract.

Q: Our house is in a poor state of repair – can we move out?

A: It is very difficult to get out of a property on grounds of disrepair, unless the property lacks the basic facilities and services such as heating and running water; or you are in immediate danger. Disrepair is normally an issue

of compensation rather than moving out. Seek advice from Student Support before you take any steps to move out of the property.

Q: Can our landlord/agent evict us if he wants to?

A: All landlords must comply with the Protection from Eviction Act. Court action must be taken to remove you from the property/room. Under no circumstances can the locks be changed, access refused or your possessions removed.

This would amount to an illegal eviction and you could sue for damages. However, if you live with an owner and are classed as an excluded tenant, your protection against eviction is more complicated and you will need to seek advice about your position.

If the housing provider (landlord/agent/private owner) wants you to leave early you must look at the terms of your contract. If you have a fixed-term agreement, possession will not normally be granted unless you are in breach of contract.

There are set mandatory and discretionary grounds for eviction. Mandatory means that if the case is proven the court will have no option but to grant possession (e.g. eight weeks' rent arrears). A discretionary ground can be proven

but the court will then make a decision whether it is reasonable for possession to be granted e.g. if the landlord/agent claims the property has not been looked after by the tenants and the condition of the property has been adversely affected.

Repossession by lender (Building Society/Bank) – A court may grant possession if the landlord has failed to make the mortgage payments. If the landlord has not informed the lender that they were renting the property out, the lender will not recognise you as tenants.

As such they have the power to repossess the property with a court order. You can apply to the court for the order to be suspended for a short period of time, so that you can find alternative accommodation.

If you receive a notice of seeking possession or a possession order, or if you have any other queries or concerns please contact Student Support. If you have not paid your rent try and do this or make an agreement and keep it with the landlord to prevent eviction.

FREQUENTLY ASKED QUESTIONS CONTINUED...

Q: Can landlords write any terms and conditions they want into a contract?

A: No, they can't. The Consumer Rights Act 2015 applies to all rented tenancies. As such any clauses deemed unfair could be unenforceable. This only refers to the standard terms of a contract (not clauses that have been separately negotiated). Examples of Unfair Terms could be penalty charges, exclusion by the landlord/agent of accepting responsibility for loss or damage to personal property and ambiguous legal clauses.

If you have any queries you can contact Student Support or the University Mediation Clinic.

Q: What if my landlord asks me to get my parents to sign a guarantee?

A: As part of the agreement, some landlord/agents will present you with a guarantee and ask you to get your parents to guarantee your rent. It is very important that any such

guarantee specifically limits your parents' financial liability to just their son or daughter's rent/damages. [Unipol](#) has prepared a model guarantee that does this.

Before anyone signs, it is important that both you and your parents understand that if you default on rent or the cost of damage they will be responsible for making payment.

It is also important to understand that if you enter into a contract with joint liability and your parents sign a general guarantee, there is a significant financial risk to your parents. If another tenant moves out or fails to pay the rent, your parents could be taken to court under the terms of the guarantee, even if you have paid your rent.

The advice is not to ask your parents to enter into any guarantee which does not specify the limit of financial liability being guaranteed.



USEFUL CONTACTS

Got a question this guide can't answer?

University Student Support Health and Wellbeing

[Website](#)

studentwellbeing@canterbury.ac.uk
Student Wellbeing 01227 782675
i-zone 01227 782222

University Accommodation Office

[Website](#)

Augustine House
Canterbury
01227 766660
accommdation@canterbury.ac.uk

University Mediation Clinic

[Website](#)

St. Martin's Priory
Canterbury
01227 863026
mediationclinic@canterbury.ac.uk

Christ Church Students' Union

[Website](#)

41 St George's Place
Canterbury
01227 783485
hello@ccsu.co.uk

Gas

Find out who supplies your gas:
0870 608 1524

Electricity

Find out who supplies your electricity:
0845 330 0889

Canterbury

Home Stamp Accreditation Scheme

[Website](#)

Mandela Building, University of Kent
Canterbury, Kent CT2 7NW
01227 823214
homestamp@kent.ac.uk

Canterbury City Council

[Website](#)

Military Road, Canterbury, CT1 1YW
01227 862000

Canterbury Housing Advice Centre

[Website](#)

Second Floor, 24 Burgate,
Canterbury, CT1 2HA
01227 762605

Canterbury Police

[Website](#)

Old Dover Road, Canterbury, CT1 3JQ
Emergency – 999
Non emergency – 101

Medway

[Click here](#) for a list of accredited landlords and more useful information for students renting in Medway

Medway Council

[Website](#)

Gun Wharf, Dock Road
Chatham, Kent ME4 4TR
01634 306000

Medway Council

Jeremy Frankson – Technical Officer/Student Housing
Gun Wharf, Dock Road
Chatham, Kent ME4 4TR
01634 333054
Jeremy.frankson@medway.gov.uk

Medway Police

[Website](#)

01622 690690
Emergency – 999
Non – emergency 101

Broadstairs

Thanet District Council

[Website](#)

Cecil St, Margate CT9 1XZ
01843 577000

Broadstairs Police

[Website](#)

01622 690690
Emergency – 999
Non emergency – 101

What is the Kent Landlords Accreditation Scheme (KLAS)?

A Kent wide scheme to recognise good landlords and agents who have the skills needed to run a successful rental business and provide good quality and safe accommodation.

Who runs the KLAS?

It is a partnership of Kent Councils and private landlord organisations. It is currently administered by the London Borough of Camden on behalf of the partnership.

WELCOME

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STUDENTS'
UNION



ADVICE CENTRE
STUDENTS'
UNION



Canterbury
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STUDENT SUPPORT
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