



Advice for Tenants

Private rented accommodation

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Introduction

People who rent often think they have no choice when looking for a place to live. They may take what is available without checking if the property really meets their needs.

When renting accommodation, you are paying for a service and not just a home to live in. This simple guide will help you if you are considering or already renting from a Private Landlord in England. (Housing Laws vary between England, Wales, Northern Ireland and Scotland).

Before you look for a property to rent, it is important to be realistic about what you can afford. Rent is not the only cost you should budget for – you may need to take into account, travel costs, council tax, home content insurance, TV licence, phone and utility bills.

If you are on a low income, you may be eligible for help with your housing costs - please refer to the chapter on Housing Benefit.

Tenant Rights and Responsibilities

A tenancy gives you rights – but it also brings responsibilities. It is important you stick to the rules to maintain your part of the tenancy agreement.

The Tenant responsibilities include:

- Paying the agreed amount of rent on time
- Taking care of the property
- Reporting any damage or repairs to the landlord
- Allowing the landlord/repair operatives access to inspect the property to carry out reported repairs and safety checks
- Consulting with your landlord about making any alterations to the property, requesting written permission
- Not to cause a disturbance, nuisance or annoyance to neighbours
- Giving the agreed amount of notice to your landlord if you wish to terminate the agreement and leave the property
- Notifying your landlord as soon as possible if you become unemployed.

The Tenant has the right to:

- Enjoy the quiet use of the property without interruption from the landlord
- Know the name and address of the landlord
- Live in a property that is fit for purpose, safe and free from avoidable hazards
- Receive reasonably prompt repairs and maintenance to damaged items
- Live in accommodation with all equipment, gas and electrical systems meeting the required safety regulations
- Have a gas safety record provided annually and at the start of the tenancy
- Have a rent book if the rent is payable on a weekly basis
- Know where your deposit, if one is required, is being protected. Information is to be provided within 30 days of the landlord receiving the deposit
- See a copy of the Energy Performance Certificate, free of charge, before viewing or agreeing a letting.
- Be protected from unfair eviction and unfair rent.

If you fail to pay rent or breach other terms of the tenancy agreement you can lose your legal rights as a tenant.

Landlord Rights and Responsibilities

As a general rule, the property that is available to rent should be in a reasonable state of repair both internally and externally and able to withstand normal weather conditions and normal use by tenants and their visitors.

Landlord responsibilities include:

- Keeping the property free and safe from health hazards
- Making sure that all gas and electrical equipment in the property has been safely installed and is appropriately maintained
- Following fire safety regulations – for example, by checking that tenants have access to escape routes at all times
- Arranging an annual maintenance check of gas pipe work, appliances and flues if the property is connected to a mains gas supply
- Keeping gas safety inspection reports for at least 2 years and give copies of the report to existing tenants
- Providing an Energy Performance Certificate
- Protecting a tenants deposit
- Providing contact details
- Providing a tenancy agreement
- Agreeing an inventory with the tenant.
- Ensuring any furniture provided meets fire safety requirements.

The Landlord has the right to:

- Repossess the property when the tenancy ends
- Take back the property if it gets damaged
- Access the property by giving 24 hours notice
- Take legal action to evict the tenant for breach of the tenancy agreement.

The landlord should ensure that the contract terms:

- Are fair
- Do not go against legal landlord duties
- Are balanced between the two parties
- Cover rent payment
- Cover deposits.

What is a Tenancy Agreement?

A Tenancy Agreement is a contract between a landlord and tenant that allows the tenant to live in a property as long as they pay rent and follow the rules. The agreement may be in writing or oral (spoken), but we strongly advise you to have a written agreement.

The Tenancy Agreement outlines the landlord and tenant rights and responsibilities and any arrangements that have been made between you about the tenancy.

Both the tenant and the landlord have rights and responsibilities given by Law. The Tenancy Agreement can include more than your legal rights, but it cannot give you less than your legal rights.

Oral agreements may be difficult to enforce because there is often no proof of what has been agreed.

What is an Assured Shorthold Tenancy (AST)

This is the most common form of tenancy agreement used if the rented property is from a private landlord. All new tenancies are automatically assured shorthold. The tenancy may also be an AST if all the following apply:

- The rented property is private
- The tenancy started on or after 15 January 1989
- The property is used as the main principal home
- The landlord does not live in the property.

AST can run for a set period, normally of 6 months or longer (this is referred to as a fixed term contract) or on a month to month basis (this is referred to as a periodic tenancy).



Tenancy Deposit and Deposit Protection

Tenancy Deposit

Many landlords take a deposit from a tenant to hold for the length of the tenancy. The deposit is regarded as the tenant's money and should be returned to the tenant at the end of the tenancy, provided the terms of the tenancy agreement have been met.

When a tenant moves out the deposit is returned to the tenant less any deductions.

Deposits can cover:

- Damaged items
- Outstanding debts attached to the property
- Non- payment of rent
- Cleaning as agreed in the tenancy agreement.

The tenancy agreement should state clearly the circumstances under which part or all of the deposit maybe withheld at the end of the tenancy.

Deposit Protection

Deposits taken after 6 April 2007 must be protected in an authorised tenancy deposit protection scheme from the moment the landlord is in receipt of it. The landlord must give prescribed information to the tenant and to anyone who paid the deposit on the tenant's behalf within 30 days of receiving the deposit.

Rent

One of the disadvantages of renting from a private landlord is that the rent can be higher than a social housing rent. Before searching for a property, it is important to be realistic about what you can afford.

Ideally, before the tenancy begins, a landlord and tenant should jointly agree the rent, including arrangements for when to pay and review it.

There is no limit on the amount of rent the landlord can negotiate with you, but it should be fair and reasonable.



Advice on Health and Safety in Private Rented Accommodation

The property you choose to rent must meet minimum health and safety standards that are designed to protect you and include:

- The property should be in a reasonable state of repair both inside and outside and free from serious hazards from the beginning of your tenancy
- There should be no signs of dampness in the house severe enough to cause you or any other occupant ill health
- All habitable rooms should have adequate natural lighting to allow you to carry out your domestic duties easily and safely
- You should be able to move safely around the accommodation. The property should be free from hazards that may affect your health such as falls on stairs and steps
- The tenancy should have a whole house heating system (e.g. gas central heating or electric storage heaters) that is economical to run and capable of maintaining an adequate temperature throughout the dwelling
- The property should have adequate ventilation to keep them fresh, free from excess moisture (condensation) and cooking smells
- Electrical installations must be safe
- Accommodation should be free from risk of burglary and other unauthorised entry
- Look out for damp, musty smells, stains or mould on the walls or ceiling and any signs of pests such as mouse droppings around holes in and around the property.

Reporting Repairs

A landlord is responsible for dealing with most disrepair in a rental property. However, the landlord does not become responsible until he/she knows about it. Reporting the problem in the correct way will help get the repair done.

The landlord is not required to repair any damage caused by anyone in the household, or any guests.

If you notice anything wrong with the property, such as a damp patch on the wall or a crack in the ceiling, report the problem to your landlord even if you don't think it is particularly urgent.

There are no fixed time limits in getting a repair done, but repairs should be carried out within a reasonable time. Certain repairs, such as blocked drains, failed heating system should be carried out as a matter of urgency.

How Environmental Health can help you

Local Authorities have a wide range of powers and duties to ensure that private rented accommodation, in particular houses in multiple occupation (HMO), meet at least basic minimum housing and safety standards.

If you are renting from a private landlord and you are experiencing poor housing conditions, our Environmental Health Service may be able to help you. Contact telephone number: 0151 233 3055.

Fire Safety Advice

Ask your landlord how you would get out of the property in the event of fire.

If you live in a House of Multiple Occupation, the fire safety requirements are different. The property may require fire doors and a smoke alarm system to be installed. You can contact the Environmental Health Service for more information.

Keep your fire escape route clear – don't block it with furniture, bikes or bags of rubbish.

Fire Kills - you can prevent it:

- Fit a smoke alarm on each level in your accommodation and test the batteries every week
- Take care when cooking – more than 50% of accidental fires in the home start because of something to do with cooking
- Plan your escape route and make sure everyone in your household knows the plan
- Don't overload sockets – try to keep to one plug per socket
- Cigarettes – put them out. Always stub cigarettes out properly
- Use candles carefully – it is best not to use them at all. Candles, decorative lights and decorations are a growing cause of fire
- Request a free home safety visit from Merseyside Fire and Rescue Service. Freephone: 0800 731 5958 (There may be a charge for the fitting of smoke alarms depending on your circumstances).



Recommended leaflet to read:

Fire safety in shared or rented accommodation



Gas Safety Record and Energy Performance Certificate

Your landlord **must** provide you with a copy of the **gas safety record** when you move in or to existing tenants within 28 days of an annual gas safety check.

Landlords are required by the Gas Safety Regulations 1998 to ensure that all gas appliances are adequately maintained and that an annual safety check is carried out by a gas safe registered installer. For further information, visit www.gassaferegister.co.uk.

As a tenant, it is your responsibility to allow a gas safety engineer access to carry out an annual safety inspection.

Energy Performance Certificate

– In most cases, landlords are required to show a copy of an Energy Performance Certificate when a property is advertised for letting. A copy of the certificate must be given to the tenant once a tenancy agreement has been entered into.



How to end your Tenancy

If you have a fixed term tenancy agreement – also known as an assured short-hold tenancy, you are expected to stay until the end of the period. If you want to move out before the end of the tenancy, you can only do so if your landlord agrees you can leave early.

You must follow the procedure that you have signed up to follow when signing your tenancy agreement.

It is usual for you to have to notify your landlord that you will be leaving at the end of the fixed term of the agreement.

If you leave before the end of the agreement without the approval of your landlord, you will still have to pay the rent until the end of the fixed period. So for example, your agreement begins 1st January for a period of 6 months with an end date 1st July. You want to leave in May but your landlord does not agree to you breaking the agreement. You will still have to pay the rent until 1st July.

Your landlord has the right to gain back possession of the property at the end of the fixed term but has to follow a procedure to terminate the tenancy agreement.

Housing Options

The City Councils Housing Options Service works to:

- Prevent homelessness
- Assist people in finding solutions to housing problems
- Assess housing need and offer a range of housing options
- Offer free impartial and confidential advice in relation to housing problems.

You can access the service at a One Stop Shop:

Monday to Friday

9am until 4pm or by telephoning

Careline 24 hours a day.

Telephone: 0151 233 3800.

Freephone: 0800 731 6844.



How you can be a good neighbour

There are some really simple things you can do to show your neighbours that you want to get on with them. If you follow these tips, your neighbours may be less likely to complain about you. If a problem ever does arise, your neighbours are more likely to talk to you about it if you have established a good relationship with them in the first place.

- Tip 1** Introduce yourself
- Tip 2** Keep an eye on your children
- Tip 3** Clean up after your pets
- Tip 4** Do what you can to reduce noise
- Tip 5** Put your household refuse out regularly and on the specific day of collection. To check days of collection see our website: www.liverpool.gov.uk/bins-and-recycling



Tips for Tenants

- Look for the SAFE Kitemark if you are using a Letting Agent
- Ask whether the agent is a member of a professional body or voluntary landlord accreditation scheme
- Check what fees the agent charges
- Ask for a written Tenancy Agreement
- Agree an inventory with your landlord
- Check that your deposit is protected
- Ask to see a Gas Safety Record
- Ask to see the Energy Performance Certificate
- Ask the landlord whether there is a record of any electrical inspections
- Look after the property
- Think about your own safety

- Seek advice if your landlord refuses to repair or properly maintain the property
- Pay your rent on time.

Don't

- Stop paying rent if something goes wrong
- Be a nuisance to the neighbours
- Leave problems to worsen
- Do repairs to the property without consent from your landlord
- Sub-let the property unless you have permission from your landlord.

Landlord Accreditation



Liverpool City Council's Landlord Accreditation Scheme is voluntary and promotes landlords who maintain and manage their property well. In Liverpool, the voluntary landlord accreditation scheme is known as CLASS. CLASS aims to provide tenants with safer, higher quality accommodation in Liverpool and you can find a list of CLASS landlords on the Council's web-site: www.liverpool.gov.uk/class. You can contact the CLASS team direct on **Tel: 0151 233 8266** for further information.

Does your Property need a Licence?

Licensing is required for all HMOs (*Houses in Multiple Occupation*) which have:

- Three or more storeys and
- Are occupied by five or more persons forming more than one household and
- Share basic amenities such as bathroom/kitchen.

For further information please contact Environmental Health on **Tel: 0151 233 3055**

Housing Benefit (*Local Housing Allowance*)

You could get Housing Benefit to help you pay your rent if you're on a low income.

Housing Benefit can pay for part or all of your rent. How much you get depends on your income and circumstances.

You can apply for Housing Benefit whether you're unemployed or working.

To claim Housing Benefit you need to fill in an application form. You can get an application form from your nearest **One Stop Shop or Liverpool Direct Contact Centre.**
www.liverpool.gov.uk/contact-us/one-stop-shops/
Tel: 0151 233 3064

Useful Contact Telephone Numbers:

Shelter Housing Advice Helpline

Tel: 0808 800 4444

Citizens Advice Bureau Advice Line

Tel: 0844 848 7700

Credit Unions – What are they?

Credit Unions are financial co-operatives. People join a Credit Union to save money safely, and borrow money affordably. Surplus funds are shared out annually between all those who save with the Credit Union, which means that loan interest is kept low and those who join are better able to plan for future expenses, and have access to ethical and affordable financial services.

Partners Credit Union Ltd



Partners Credit Union was registered in October 1993. Their membership can include anyone who lives and/or works in the Merseyside area. Members pay a £2 joining fee and complete an application form. Members of Partners can make payments (minimum £1 per week) via cheque, cash, paypoint card, standing order or via Payroll Deduction through a sponsoring employer.

After a period of 12 weeks, members are eligible to take advantage of a loan – up to a maximum of £15,000. First loans are available up to £1,000. Whilst repaying a loan, members must continue saving a minimum of £1 per week. Interest varies between 0.8 and 2% per month on the reducing balance only; the interest rate depends on the amount taken.

At Partners, there are in excess of 10,000 members. There are 3 main offices, 2 in Liverpool and 1 in St. Helens. Members can also access a

website and register for a pin number. Members can then log on and obtain balances, details of transactions and forms, as well as various information on services at any time convenient to them.

Other than the core savings and loans which credit unions are known for, they offer additional products to members:

- Family Life+ (Funeral Plan)
- Credit Union Prepaid Card (with electronic bank account facilities included)
- Discounts with Co-Operative Electrical & Beds (furniture also coming soon)
- Members only lottery (costs £1 per month 1st Prize £450)
- Specific Rainy Dayz account for juniors
- Xmas Savings Club
- Holiday Savers Account

Contact details are as below:

Partners Credit Union Ltd
New Oxford House
75 Dale Street
Liverpool
L2 2HT
0151 258 1014
www.partnerscreditunion.co.uk



Useful Contact Numbers:

CLASS – Citywide Landlord Accreditation Safety Scheme
Tel: 0151 233 8266

Environmental Health
Tel: 0151 233 3055

Shelter Housing Advice Helpline
Tel: 0808 800 4444

Citizens Advice Bureau Advice Line
Tel: 0844 848 7700

Housing Options
Tel: 0151 233 3800
Tel: 0800 731 6844

Liverpool City Council
Tel: 0151 233 3001

Healthwatch Liverpool for local NHS GPs or Dentists
Tel: 0300 77 77 007

Landlord Details

Landlord Name:

Landlord Address:

Landlord Contact Number:

Bin Collection Days:

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