
Accommodation

Making sense of your Assured shorthold tenancy agreement

Contracts or tenancy agreements can be lengthy and it might seem like a lot of effort to go through the whole document in detail, but it is definitely worth it in the long run.

Reading your agreement

You should be aware of obligations you may be signing up to, and also looking out for terms that you think are unbalanced against you. Remember that the accommodation office will check your contract for you before you sign it and any reasonable landlord will give you time to get your contract checked.

Some tenancies contain clauses that are considered by the Office of Fair Trading (OFT) to be unfair. This means that they would not be enforceable in a Court so you don't need to worry too much about them, just be aware of what they are. We can advise you on these when you have your contract checked.

It is also worth knowing that the OFT state that tenants are entitled to a fair contract written in plain English. If you come across clauses that are plain unintelligible then this will probably cause them to be unfair.

Joint and several liability

If you have a joint tenancy you will all sign the same contract (tenancy agreement). You will each be jointly and individually responsible for the whole of the rent and/or damage to the property. This means, for example, that if one of your co-tenants left the property and stopped paying rent, your landlord could choose to pursue you or any of the remaining tenants for the shortfall in rent.

In theory this rarely happens, landlords will usually chase the relevant tenant and then their guarantor, but as a joint tenant you need to be aware of this. Individual assured

shorthold tenants are responsible for their own rent only.

Guarantors

Many landlords or agents will ask for a guarantor. A guarantor takes on all the liabilities of the tenant s/he guarantees, usually including joint and several liability if it is a joint tenancy.

Fixed term contracts

If you sign a fixed term contract, it's important that you realise that you are liable for the rent for the entire period covered by the contract unless:

- The owner agrees to release you from the contract
- There is a break clause allowing you to give notice to end the tenancy before the end of the fixed term
- You find a suitable replacement tenant after having gained permission from the landlord (but it is best to get advice about this first)
- The property is declared uninhabitable by Environmental Health

For more information on this topic see our *Leaving a tenancy early* factsheet.

Rolling contracts

After the end of the fixed term if the contract is not renewed but the tenants stay on they become 'statutory periodic' tenants, otherwise known as having a rolling contract.

If a tenant later wanted to move out they would need to give at least 1 months' notice

in writing and this must end on the last day of a rental period.

Holding Fees

Holding fees are capped at 1 weeks rent. More information can be found about this in our Tenants Fees Act factsheet: <http://www.bristol.ac.uk/accommodation/media/docs/factsheets/tenant-fees-act.pdf>

Deposits

Deposits are capped at either 5 weeks rent where the total annual rent is less than £50,000 per annum, or 6 weeks rent where the total annual rent is more than £50,000 per annum. More information about this can be found in our Tenants Fees Act factsheet: <http://www.bristol.ac.uk/accommodation/media/docs/factsheets/tenant-fees-act.pdf>

Any landlord who gives an assured shorthold tenancy and takes a deposit from a tenant, must protect the deposit in one of three government approved schemes. Once you've paid your deposit, the landlord or agent MUST protect the money within 30 days and also give you details about how your deposit is protected within 30 days including:

- Contact details of landlord or agent
- Contact details of the tenancy deposit scheme they've used
- How to apply for the release of the deposit
- Information about the purpose of the deposit
- What to do if there's a dispute about the deposit

If you don't get this information, you should ask for it and if you still don't receive it you could apply for a court order to force the landlord/agent to give you the details. You could also receive compensation up to the equivalent of 3 times your deposit.

For more information on this topic please see our Deposits factsheet: <https://www.bristol.ac.uk/accommodation/media/docs/factsheets/deposits.pdf>

Right to exclusive occupation and quiet enjoyment

Landlords, agents or contractors should not enter your property without reasonable notice – usually 24 hours, except in an emergency. Please note though - notice to one tenant is notice to all.

Tenants should be free from interruption or interference from landlords e.g. where the landlord deliberately and persistently attempts to drive a tenant out by intimidation or by cutting off the supply of utilities to the premises.

Right to have repairs done and for the property to be of a habitable standard

Landlords are always responsible for repairs to:

- The structure and exterior of the building, such as the walls, roof, external doors and windows
- Sinks, baths, toilets and other sanitary fittings, including pipes and drains
- Fixtures for heating and hot water
- All gas appliances, pipes, flues and ventilation
- Electrical wiring.
- Any damage to internal decorations that was caused by the disrepair or while repairs they are responsible for are carried out.

Landlord's responsibilities do not necessarily stretch to all the contents of the flat, this will depend on what state these were in when you viewed and signed up to the property and also on what the contract says.

The property must also be habitable and free of risk to the tenant's health or safety.

For further information on this topic please see our repairs factsheet: <https://www.bristol.ac.uk/accommodation/media/docs/factsheets/repairs.pdf>

Safety Responsibilities

- Carbon Monoxide alarms must be provided in properties that have solid fuel appliances

- Electrical installations and equipment should be safe at the start of your tenancy
- Smoke alarms must be supplied on each storey
- Gas safety checks of all gas appliances and gas supplies must be carried out yearly and a Gas Safety Certificate should be supplied.

Security of Tenure (your rights to stay in the property)

During the fixed term: The landlord cannot end the tenancy during the fixed term except in very limited circumstances:

- Not paying the rent or frequently paying it late
- Causing damage to the property or its contents
- Creating a nuisance or using the property for criminal activities
- Breaking another term of the agreement
- The landlord defaults on his mortgage, but only if there is a mortgage clause in contract.
- If there is a break clause (but not in the first 6 months of the tenancy)

Notice must be served in the proper form and the tenant does not have to move out then. Firstly a court order (possession order) must be obtained. At the hearing a judge would not automatically award possession but would have to consider whether it was reasonable to or not. If they awarded possession they would allow the tenant a short period in which to move out. A bailiffs warrant would also need to be obtained from the court in order for a landlord to physically evict you from the property

After the end of the fixed term: At the end of the fixed term or after that date a landlord wanting a tenant to leave would have to give at least 2 months' written notice.

To use a certain type of notice called a Section 21 notice the landlord must show 1) that they protected the deposit and provided the prescribed deposit info within 30 days of

receiving the deposit money as well as 2) provided tenants with an Energy Performance Certificate (EPC), 3) provided tenants with an up to date Gas Safety Certificate and 4) provided tenants with a booklet entitled 'How to rent: the checklist for renting in England'. Unless these documents were given to the tenant, the Section 21 notice will not be valid.

If you receive a notice please come and see us at the Accommodation Office.

Sub-letting and assigning

Most contracts do not allow you to rent out your property to anyone else without permission from the landlord, which should not be withheld unreasonably. This doesn't mean that you can't have guests to stay.

Responsibilities often mentioned in contracts:

Looking after the property

Tenants need to leave the property in at least as good a state as it was in when they arrived bar fair wear and tear. To prove this you should make sure that you do a detailed inventory with photos at the start and the end of the tenancy. Even if the landlord won't cooperate you should still complete one. For further details see our Deposits factsheet: <https://www.bristol.ac.uk/accommodation/media/docs/factsheets/deposits.pdf>

Paying rent and bills

In addition to the rent, most tenancies will require the tenants to be responsible for all bills:

- Council Tax – as a full time student you must claim exemption from your local authority at the start of the tenancy. If you fail to do so you may end up paying court fees. You can apply for exemption online at <https://www2.bristol.gov.uk/forms/student-council-tax>

Please see our *Council Tax* factsheet for more details, <http://www.bristol.ac.uk/accommodation/media/docs/factsheets/council-tax.pdf>

- Fuel and water –you should read the meters on the day the tenancy starts and when it ends. Keep a note of the reading and then contact the utility company. Tell them you are the new tenants and give them the reading. Give them the names you want on the bill. Try to make sure that at least 2 students’ names are on each bill and it is different people for each bill.

If you run into financial difficulties the University’s Student Funding Office may be able to offer help and advice:
<http://www.bristol.ac.uk/students/support/finances/>

Neighbours/community relations

All tenants have a responsibility to ensure that they do not create a nuisance through excessive noise, failure to deal with rubbish and recycling properly or anti-social behaviour. There will often be clauses in your tenancy dealing with noise etc, in addition the University, Bristol City Council and the Police all have a variety of powers to impose penalties for misconduct. There is more information on our website:

<http://www.bristol.ac.uk/accommodation/community/>



The University of Bristol Accommodation Office runs a housing advice service for students, if you have any problems with your private rented accommodation please contact us.

Due to Coronavirus our office on campus is closed but our services are available remotely. Please contact us by email and an adviser will get back to you: accom-office@bris.ac.uk

The contents of this fact sheet are for information only. You should consult the Accommodation Office or an advice centre such as the CAB before taking any action.

Published 7/07/21