

hyh

Herts Young Homeless

A guide to private renting



www.hyh.org.uk

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How to find private rented accommodation

A good place to start your search is the property section of a local newspaper.

Use the internet to search 'rooms to rent' in your local area.

The following websites may be useful:

www.spareroom.com www.gumtree.co.uk
www.flatshare.co.uk www.dssmove.com

Try shop-window adverts/notice boards and ask any extended family/friends if they have a spare room to rent.

You may be able to get advice from your local council housing options team about local landlords that rent out properties.

Estate agents have information about landlords, however, the deposit/rent in advance that is required may be higher.

Deposits/Rent in advance

Most landlords will require a deposit/rent in advance and some will want both. It is their security against non-payment of rent or damage to the property.

Deposits for an Assured Shorthold Tenancy must be held in a government-backed tenancy deposit scheme (TDP).

This will ensure you get your deposit back at the end of your tenancy, providing you meet the terms of your tenancy agreement, do not damage the property and you pay your rent and bills.

The landlord must give you details of the scheme they have used and they must return your deposit to you within 10 days of you leaving the property.

If there is a dispute over the amount due to be returned to you, the TDP offer a free resolution service.

If you do not have funding for this yourself, consider asking family/friends if they can help.

See if you are eligible for any rent deposit guarantee schemes run by local councils or charitable organisations.

If on benefits, contact your local job centre to enquire about a budgeting loan for rent in advance. These loans can also be claimed for removal expenses when moving to a new home etc.

Budgeting loans must be paid back, but are interest free.

Approach your local credit union to apply for a loan for rent in advance etc. Your local Citizens Advice Bureau, housing departments etc. will have the contact details of your local credit unions.

Guarantors

Some private landlords want a third party to act as a guarantor for the rent payments before they agree to let a property.

It is important for anyone considering being a guarantor to understand fully what's involved.

A guarantor is a third party, such as a parent or other close relative, who agrees to pay your rent if you don't pay it.

Your landlord can ultimately take legal action against your guarantor to recover any unpaid rent.

Your landlord may want to check your guarantor is able to pay the rent, for example, by carrying out a credit check.

A legal agreement sets out the guarantor's obligations.

In many cases, a guarantee agreement extends to other conditions under the tenancy as well as rent due – for example, any damage caused to the property. If you are asked to pay for the damage, as the tenant, but don't, the guarantor could be asked to instead.

Affordability/Budgeting

When considering private rented accommodation, it is vital you know your budget.

This is essential because if you cannot afford the rent you will be at risk of being evicted.

After paying your rent, you need to ensure you have enough money left over for food, utility bills, travel costs etc.

We have included a form in this pack to aid you to work out your budget effectively.



Benefits

You may get help to pay all or some of your rent.

Local Housing Allowance (LHA) is used to work out Housing Benefit for tenants who rent privately. How much you get is usually based on:

- 🏠 Where the property is and the local LHA rate for that area
- 🏠 Your household size
- 🏠 Your income – including benefits, pensions and savings (over £6,000)
- 🏠 Your circumstances

You can find out exactly how much you are entitled to:

- 🏠 By checking on line
- 🏠 At your local council's benefit department
- 🏠 At the local job centre

***Please be aware that not all private landlords accept benefits.**

Viewing Accommodation

Make sure you have a look at a property before you sign any forms. What sound's perfect may be completely different when you actually view it.

If you have any concerns, you are not obliged to take the accommodation, especially if you haven't signed anything. You can refuse it and start looking again.

It is essential you choose the accommodation you need rather than what you necessarily want. This is especially the case for people claiming Local Housing Allowance to pay their rent.

When viewing private rented accommodation, you should check:

- 🏠 The doors can all be locked
- 🏠 The heating, lighting and plumbing are all in working order
- 🏠 The landlord has a CORGI gas safety certificate for all gas appliances

Look at the condition of property and furniture and make a note of any disrepair.

It is recommended an inventory check is carried out by the landlord and tenant, to record the condition of the property and any furniture prior to you moving in (see below). This should eliminate disputes over whether any damage to the property has occurred during your tenancy.

Try to meet the other tenants if it is shared accommodation. Ask them what they think of the property and consider whether you will get on with them.

Ask how the utility bills and council tax are paid, and about TV licensing, as some shared accommodation requires each tenant to have a separate TV licence for every room.

Your landlord is responsible for maintaining the following:

- 🏠 Installation for the supply of water, gas and electricity, for example boilers, tanks
- 🏠 Wash basins, sinks, baths and toilets
- 🏠 Installations for heating rooms and heating water, for example boilers
- 🏠 Your landlord should also carry out a gas safety check every year if gas appliances are supplied.

Inventories

At the start of a tenancy, the landlord or letting agent should draw up an inventory for you that records the condition of the property.

Another one should be done when you move out. This can help avoid a dispute over the return of your tenancy deposit because the inventory records the state of property when you moved in. It is in your landlord's interest to provide one.

Your landlord or letting agent may charge you for compiling an inventory.

An inventory should:

- 🏠 Be easy to understand and say who carried it out and when
- 🏠 Say whether smoke alarms and carbon monoxide detectors are provided and working
- 🏠 Contain a record of meter readings
- 🏠 Provide an overview of the whole property and a list of its contents, with detailed information on the condition of:
 - the walls, ceiling and floor
 - the paintwork
 - carpets and curtains
 - any furniture and appliances
 - fittings such as cupboards
 - windows and doors



Once completed, if you feel anything is incorrect, you can amend it as well as:

- 🏠 Add details of anything that's missing
- 🏠 Note damage that's not been recorded e.g. taking photos of any cracks, marks or scratches that aren't mentioned in the inventory
- 🏠 Write down if something's not working
- 🏠 Amend incorrect meter readings

Make sure you check what is recorded in the inventory before you sign it and keep a copy of this safe for your records.

Assured Shorthold Tenancy Agreements

A tenancy agreement is a contract between a landlord and a tenant specifying the terms and conditions of their rental agreement. Tenancy agreements are usually put in place before letting out a property.

Most private tenants are given Assured Shorthold Tenancies (AST), usually for six or 12 months. Your deposit must be protected and you must be given at least two months' notice to leave.

You usually have an AST if:

- Your original tenancy started on or after 28th February 1997**
- You don't share any accommodation with your landlord and they live elsewhere**

You will not have an AST if your rent is:

- More than £100,000 a year**
- Less than £1,000 a year in London or £250 a year outside London**

If you believe you shouldn't have an AST you can either contact **hyh's 18+ Hub** on **08000 355775** or find further information on Shelter's website **www.shelter.org.uk**.

The Tenancy Contract

Your contract tells you how much rent to pay, who is responsible for repairs and how long the tenancy lasts.

You are committed to paying the agreed rent and following your contract requirements for at least the length of your contract.

This is usually six months or a year. Therefore, it is essential you read and understand your contract fully and that you keep a copy of it.

Your landlord should give you a copy of your tenancy agreement.

If you are not given a written agreement, you can ask your landlord for certain information. Your landlord must write to tell you:

- The date your tenancy started
- The rental amount and when it is to be paid
- Any provision for rent increases
- The length of your agreement
- Their name and address

If you pay your rent weekly, you must be given a rent book.

Your landlord must also give you:

- A copy of the latest energy performance certification for the building
- The gas safety certificate, if there are gas appliances
- The government guide – How to Rent

Managing Your Tenancy

Paying rent

Paying rent must be an absolute priority, as your home will be at risk if you fall into arrears and could result in your eviction.

If you are having problems with your rent, you should speak to your landlord immediately.

You may be able to arrange a rent arrears repayment plan with your landlord.

You must also check if you are entitled to any benefits particularly if your circumstances have changed, e.g. you lose your employment.

If you pay your rent on a weekly basis, by law, your landlord should provide you with a rent book.

If you do not pay rent on a weekly basis, still ask your landlord to provide a rent book or, failing this, a receipt for every payment. This will provide a record of payments, especially if you pay your rent in cash.

Alternatively, you could set up a *direct debit/standing order to pay your rent directly to your landlord. This can be an effective way of budgeting.

***You must make sure the money is available in your account on the day of the transfer, as banks will charge you if insufficient funds are available.**

If you have a written agreement, this should state how much rent you need to pay each month/week and on what date.

Being a good tenant and ensuring your rent is paid on time will enable you to use your previous landlord as a reference for future housing.

Rent increases

Your landlord cannot increase your rent during the fixed term of an Assured Shorthold Tenancy, unless:

- 🏠 You agree to it
- 🏠 There is a rent review clause in your contract

A rent review clause usually sets out:

- 🏠 When the increase will happen and how much notice you'll get
- 🏠 How your rent can be increased (for example, a formula for calculating the new amount)

Once the fixed term ends, your landlord can give you one month's notice to increase your rent.

Repairs

Your landlord is responsible for most repairs. This includes repairs to:

- 🏠 The roof and walls
- 🏠 External windows and doors
- 🏠 Wiring and plumbing

It is your responsibility to:

- 🏠 Tell your landlord or letting agent if repairs are needed
- 🏠 Allow your landlord access to your home to carry out repairs. Your landlord must give you reasonable notice.

Every year your landlord must arrange for a gas safety inspection and give you a copy of the gas safety certificate.

Taking care of your home

Take care of the property and carry out day-to-day tasks. For example, you might need to unblock a sink, change lightbulbs and clean windows.

Check your contract for other responsibilities, for example maintaining the garden or communal areas.

Leaving your property

The AST fixed-term agreement has ended

You may have a number of options when your fixed term ends and your contract comes up for renewal. This includes:

- 🏠 Asking your landlord for a new fixed-term contract if you want to stay longer – if you do this, you may have to pay a renewal fee and pay a higher rent
- 🏠 Leave at the end of the fixed term – if your contract says you must give notice that you intend to leave, you should do this to avoid disputes
- 🏠 Stay beyond the fixed term even if you don't sign a new contract – your agreement becomes 'periodic' and rolls from month to month with the same rent
- 🏠 Leave before the end of the fixed term – your contract may include a 'break clause', which gives you this option. If it doesn't, you'll need to agree with your landlord that your tenancy can end early.

Your landlord's options

If your term has ended and the landlord has given you the correct notice period, they can lawfully ask you to leave your home, even if you have been the perfect tenant.

They would do this by issuing you a Section 21 Notice, which starts the process to end your Assured Shorthold Tenancy.

Even though this gives you notice to leave your home, it is legal for you to stay after the date it expires, but your landlord can then take you to court. They cannot force you to leave and could be guilty of an illegal eviction if they do.

When your landlord issues you the Section 21 Notice, they do not have to give a reason for wanting you to leave.

However, the notice must:

- 🏠 Be in writing
- 🏠 Give you at least two months' notice
- 🏠 Follow certain rules to be valid

Your Landlord wants to end a tenancy before your fixed term is up

A landlord can only end a tenancy before the fixed term is up if the tenant has breached the tenancy agreement. If this has happened then the landlord must make an application to a court for possession.

Before applying for possession, a landlord will need to serve a Section 8 Notice to quit on the tenant, as this will form part of the evidence the court will insist on seeing before granting a possession order.

A Section 8 Notice states the landlord intends to seek possession of the property. Without a valid notice, a landlord will not get possession.

The amount of notice required to be given to the tenant will depend on the reasons why possession is sought.

In order to regain possession of a property let on an Assured Shorthold Tenancy, a landlord must obtain a court order.

If you have any concerns that your landlord is evicting you illegally and not following the correct procedures, seek advice and support ASAP. You may also be entitled to legal aid.

You can access advice via:

hyh 18+ Hub

08000 355775

www.hyh.org.uk

Shelter

0808 800 4444

www.shelter.org.uk

Citizens Advice

Tel: 0844 8269726

www.citizensadvice.org.uk

The information in this booklet has been collected from various sources and to our knowledge, it is correct, but information does change and it is best to check for any updates to housing information.

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