



Student housing guide BPP Pro bono project 2021.



Welcome to BPP University.

We look forward to welcoming you to your study centre and hope you enjoy your course with us.

This housing guide was created by the University's pro bono team in collaboration with the Safeguarding Team, the Students' Association and Learning Support Team to provide an overview for your housing journey; including guidance for finding accommodation, your rights, and obligations, moving out, and what to do when things go wrong.

Whilst we have done our best to provide up to date and relevant information, please be aware that this document does not constitute legal advice and is relevant from the date of publication.

We hope that you find the information useful and would welcome any comments or feedback you may have so that we can continue to develop this brochure over time.

We wish you the best of luck in finding accommodation that is most suitable to your lifestyle over the course of your studies.

If after reviewing the guidance document you require further assistance, please see below information for additional support:

- If you wish to receive independent advice for any accommodation queries you might have, you are welcome to contact the Independent Advice team for further assistance: IndependentAdvice@bpp.com
- If you have a welfare issue that might impact your studies, such as: abuse, online safety, radicalisation, bereavement, addiction, or homelessness, please contact the Safeguarding Team on Safeguarding@bpp.com or call 07464 542 636.
- If you are having experiencing low mood, depression, anxiety, have an existing mental health condition or just want someone to talk things through, you can contact the Learning Support Team for further support: LearningSupport@bpp.com
- If you are having a difficult time which is affecting your studies, you can contact your Programme Team to discuss options to regularise your academic progression. Your Programme Team can be contacted using the Student Query Form on your learning platform, either the VLE or Hub.



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Finding accommodation.

Tenancies and Licences

Finding suitable and affordable accommodation is not easy and there is a great deal of pressure to make a quick decision about accommodation when you have viewed it. This section of the guide looks at how you can find accommodation. Firstly, however we consider the ways in which, legally, you occupy the accommodation.

The most common type of tenancy for students is an **assured shorthold tenancy**.

- This type of tenancy can either be for a fixed-term (e.g., 12 months) or periodic (runs indefinitely e.g., week to week).

When you enter into a tenancy agreement and you share the home with other people, this can be for a joint tenancy or a sole tenancy

Joint tenancy:

- One tenancy agreement that each person moving in will sign. You will not have exclusive possession of any part of the property (although you will usually decide between you which bedroom is yours)
 - Under a joint tenancy, you are all jointly and individually liable for the whole rent.
 - It is not possible to argue that you are only liable for a particular share if one tenant fails to pay. You will be responsible should another tenant not pay their rent.

Sole tenancy:

- Each person that moves into the property will have their own tenancy agreement with the landlord and will have exclusive possession of a certain room while sharing other facilities like the kitchen and bathroom.
 - You are liable for the rent outlined in your contract. The landlord can act against you and you only if you fail to pay your rent.
 - If the other tenants who you share facilities with do not pay, you will not be held responsible for their share.

Licence:

Alternatively, you may enter into a lodger agreement

- This is where you will live in the same property as your landlord.
- You will not sign a tenancy agreement but may sign a lodger agreement and will hold a licence to stay in the property.
- If you enter into a lodger agreement you will not have exclusive possession of the property i.e., you will not have exclusive rights to any part of the property.
- You will be liable for the rent you agree with the landlord.

Initial questions to think about:

How long are you looking to be in the property for?

- Are you at the beginning of your course and looking for somewhere for the next 2 or 3 years?
- Is your course less than one year? Perhaps you want a 12-month tenancy with a break clause (usually 6 months) which gives you the option to move out after 6 months provided you serve a 2-month notice after 4 months.

Do you have a specific area in mind?

- Have you considered how far you are willing to commute to university?
- Do you want to be walking distance from the university?
- Is being close to amenities important to you?
- Does your budget allow for the area you want to be in?

Do you want to live by yourself or with other people?

- Do you have other students in mind that you want to live with?
- Perhaps you are new to the university, but still looking to move into a flatshare, for example, renting a room?
- You may want your own space in a studio flat for example?
- Or perhaps you are open to being a lodger in someone's home?
- What does your budget allow for?

What is your budget?

- Do you have a student loan that will be covering your rent? What does this equate to as a monthly allowance?
- Are you taking into account that you will need to pay bills as well (if bills are not included in the rent)?
- Is someone else paying for the rent? E.g., a parent or relative? If so, have they given you a budget?

How will you be financing the rent?

- If through a government loan or if a relative is paying, you will likely need a guarantor to guarantee the rent if you are a full-time student.
- If you are employed full-time and study part-time, you may not need a guarantor as you may be able to be referenced on your salary if you can obtain an employer reference (provided you pass a certain threshold).
- If you are a full-time international student who is unlikely to have a UK based guarantor, you may be asked to pay your rent in advance (usually 6 or 12 months).

Guarantors:

- A guarantor usually agrees to pay rent or cover any damage if the tenant fails to pay (usually a parent or relative provided they are working full-time).
- The guarantor will usually need a good credit history and income or savings above a certain amount.
- The guarantor will usually need to be based in the UK (given it is easier to recover the money if necessary).
- The guarantor will sign a guarantor agreement which is a legally binding contract, therefore, ensure your guarantor knows their obligations if you need one.

If having a guarantor or paying upfront will not be an option:

- There are companies (with a cost) which will act as your UK-guarantor (e.g., HousingHand).

Guarantors for a joint tenancy

- Joint tenants are 'jointly and severally liable' for rent. Each tenant can be held liable for the full amount of rent and not just their share.
- A guarantor agreement works in the same way which means even if the individual they are guaranteeing is not the person who has failed to pay rent, they can be held liable to pay for that individual.
- However, the guarantor agreement could outline that each guarantor only covers the person they are guaranteeing if this is agreed by all parties.

Have you rented before? Do you have a previous landlord reference?

- If you are moving from a rented property, the letting agent or landlord will likely ask for a positive reference from your landlord, so make sure this is possible to provide if needed.
- Of course, if you are moving from your family home, it will not be possible to provide a landlord reference.

Do you have the right to rent in the UK?

- All full-time students have the right to rent in the UK if you have the right to reside in the UK or if you are on a student visa.

- The landlord or estate agent will check this before the start of your tenancy through asking for a copy of your:
 - Passport or
 - Passport and biometric resident permit (if you are an international student).
- If you are waiting for an immigration decision from the Home Office, the landlord can request a 'right to rent check' from them and will usually respond within 2 working days.
- If you have doubts about whether you have the right to rent, please seek advice.
- For further guidance, see:

[https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/931769/Right to Rent Checks A user guide for tenants and landlords.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/931769/Right_to_Rent_Checks_A_user_guide_for_tenants_and_landlords.pdf)

Looking for accommodation.

Through a letting agent

- **Pros:** If the property is managed by the agent, you will have them as a direct point of contact for any repairs.
- **Cons:** Given that the landlord is the individual that pays the agent, they will almost always be looking out for the best interests of the landlord as their client and not the tenant (mostly anyway).

For property to rent through an estate agent see:

<https://www.rightmove.co.uk/>
<https://www.zoopla.co.uk/to-rent/>
<https://www.onthemarket.com/>

Direct from the landlord

- **Pros:** Usually cheaper given the landlord will not have to pay any letting fees and will not have such a rigorous reference check.
- **Cons:** Difficult to ensure that you are dealing with the actual landlord who has permission to let the property to you.

For properties to rent directly from the landlord see:

<https://www.openrent.co.uk/find-property-to-rent-from-private-landlords>

Renting just a room in a flatshare/lodger availability see:

<https://www.spareroom.co.uk/>

NOTE: Be careful when liaising with a current tenant of the property you want to view as they may be illegally subletting and not have the permission of the landlord to rent to you. However, if you do need to contact the tenant to arrange a viewing, always ensure your main point of contact is with the landlord.

Further to this, should you have any concern about whether you are dealing with the owner of the property who has the right to rent to you, you can check the land registry which will state the official owner of the property

See: <https://www.gov.uk/search-property-information-land-registry>

- This does have a fee of £3 and if the owner bought the property recently, the land registry may not have updated yet despite being the official owner.

Private student halls

- External companies in the area may have accommodation specifically for students
- See: <https://www.accommodationforstudents.com/london>
- See: <https://www.accommodationforstudents.com/findhousemates.asp>

Things to consider.

Viewing the property before putting down a holding deposit

- If you are looking to move with other people, it can be difficult, especially if you live all over the world to organise a viewing with everyone.
- Usually, individuals may secure a property based on a video or one person seeing the property in person.
- If a holding deposit is taken, you may not get it back if you decide to pull out, for example, if you find out that a fish and chip shop is next door.
- It is, therefore, highly recommended to see the property in person as you will usually be taken to have viewed the property in the condition it is in once you sign the tenancy agreement unless it states otherwise.

Are bills included?

- If you are in private rented accommodation with other students (i.e., a company that has accommodation for students), it is almost always the case that bills will be included and will not be something you need to worry about.
- Unless you are renting just a room (where bills are almost always included) you will usually need to organise all the bills yourself i.e., electricity, water, gas, internet.
- However, in some properties, a certain utility may be connected with other flats so the landlord may be paying a certain bill which may be inclusive of the rent. Always ask!

Fixtures, fittings and furniture

- If you decide to rent a room or private rented accommodation through a company catering to students, you will almost always have all the basic necessities for the kitchen and the bedroom.
- However, if you are going through a letting agent or through a site where you contact the landlord to view their property, you must always confirm what will be staying in the property.
- If you see the property when it is empty (i.e., without previous tenants) it is quite clear what would be staying, as usually, what you see is what you get.
- However, you may see the property when the previous tenants are still in the property, which may include most of their furniture and may be gone when you move in, so do not assume that when you see a property everything that you see will be there when you move in. Ask to be sure!

Are you being charged any fees?

There are strict rules on what fees a letting agent can charge:

Type of fee	Legal?
Rent (including bills if applicable)	Yes
5/6-week security deposit	Yes
Holding deposit to 'secure' the property (max 1-week rent and will be taken off the first month rent)	Yes
Admin (e.g., to create the tenancy agreement)	No
Inventory/check in/check out	No
Letting agents fee	No
Payment to change the tenancy	Yes (but capped at £50, unless higher and the costs are reasonable)
Default fee (e.g., late payment of rent or lost security key)	Yes
Payments associated with early termination (when requested by the tenant)	Yes

For further guidance: <https://www.gov.uk/government/publications/tenant-fees-act-2019-guidance>

What is the security (rent) deposit being charged? Will your deposit be protected?

- No more than 5 weeks of rent can be taken as a security deposit for a property
- The deposit **MUST** be protected if you are entering into an AST.
- The landlord or letting agent (if they hold the security deposit) **MUST** register the deposit within 30 days with one of the following:
 - Tenancy Deposit Scheme (TDS); or
 - Deposit Protection Scheme (DPS); or
 - MyDeposits

(see useful links)

Is there any alternative to paying an (arguably) large deposit?

- New schemes were introduced whereby landlords can choose to have an insurance-backed deposit, often referred to as “Zero Deposit” or “No Deposit”.
- For you, it means you have the option of paying a small admin fee (usually equivalent to 1-week rent) to the scheme which replaces the traditional 5-week deposit.
- Be aware that you will be liable to pay for any damages at the end of the tenancy.

Who will you be paying your rent to and who is your contact for repairs?

- If you find a property through a letting agent, the landlord may also be paying the letting agent to ‘manage the property’ once tenants move in. If this is the case, you will usually be paying the rent to the letting agent and they will be your point of contact for any issues i.e., you will not have contact details for the landlord, you will deal only with the letting agent.
- However, the letting agent may only be paid for ‘let only’ i.e., ‘finding a tenant’ which would mean that you will lose all contact with the agent once you move in and will need to deal directly with the landlord.
- If you find a property, on OpenRent for example, where letting agents are not involved, it will almost always be the case that you will be dealing with the landlord from the point of enquiring for the property until you vacate.
- Both have advantages and disadvantages (depending on who the letting agent is and who the landlord is) so it is always good to find out when viewing the property who will be the point of contact if you take the property.
- It is also recommendable to speak with the previous tenants if this is practicable as they will give a good indicator to what your landlord/the letting agent is like.

Houses in Multiple Occupation (HMO)

- A property is considered a HMO if it is a larger property that is home to three or more unrelated (not part of the same household) people who are sharing toilet, bathroom or kitchen facilities.
- A household includes the following that live together:
 - couples
 - full, half and stepsiblings
 - cousins
- A licence is required when a HMO has 5 or more unrelated people, some or all tenants share toilet, bathroom or kitchen facilities and at least 1 tenant pays rent.
- This licence means that extra safety requirements must be complied with (i.e., fire doors, smoke alarms in every room etc..).
- Even if the property is smaller and rented to fewer people, it may still require a licence depending on the local authority. If you are unsure whether your house is a HMO and needs a licence, you should contact your local council (see useful links)
- If the property needs a HMO licence, you should ensure the property has the licence and be provided with it.

When you have found a property - what should you be provided with? (The following applies to Assured Shorthold Tenancies only)

- A copy of ‘**How to rent: the checklist for renting in England**’.
- A valid **gas safety certificate** - if there is gas in the property.
- **Deposit paperwork** - information regarding what scheme your deposit will be held with.

- **Energy performance certificate (EPC)** - must be at least band E or above. This certificate reflects how economical the property is to run i.e., the closer to band A the cheaper the bills will be.
- **Record of electrical inspections** - by law, landlords must ensure their property electrics are checked professionally at least every 5 years and must be satisfactory before you move in. This has come into force with new tenancies from 1 July 2020.
- **Tenancy agreement** - carefully read the tenancy agreement to ensure everything is correct and applies to you and the property that you are moving into. Ensure you seek advice if necessary if there is anything that you do not understand.
- **Inventory** - usually a landlord or letting agent will arrange a check-in report/inventory for you to be sent which will outline what is in the property and the condition of the fixtures and fittings. However, this may contain some inconsistencies so make sure you flag these up before you agree and sign the report. For added security, take pictures as soon as you move in so a dispute will be easier should there be one at the end of the tenancy.

For lodger agreements, the landlord only needs to provide you with the gas safety certificate (if applicable).

Tenant's rights and obligations.

What your rights are as a tenant

This section refers specifically to assured shorthold tenants. An Assured Shorthold Tenancy is the most common type of tenancy for students.

- **Your landlord must provide you with a copy of the Gov.uk guide to renting.**
This guide should be thoroughly read, and the checklist used throughout your tenancy (<https://www.gov.uk/government/publications/how-to-rent>).
- **Every landlord is legally obliged to place your housing deposit within a government-owned deposit scheme called a Tenancy Deposit Protection Scheme.**
This ensures both parties are protected in case of any disputes. If your landlord fails to put your deposit in a scheme within 30 days of receiving it, you could be due compensation. There are three deposit protection schemes landlords can use: Deposit Protection Service, MyDeposits and Tenancy Deposit Scheme (see Useful Links).
- **Landlords are not able to charge any tenancy fees.**
This is protected by law and was brought into place from 1st June 2019.

Landlords can no longer charge for viewing fees, fees for setting up the tenancy, third-party fees and check-out fees.

They can still charge you rent, bills (if agreed in the contract), refundable holding deposits (capped at one week's rent), refundable tenancy deposit (capped at five week's rent), default fees for late-payments or lost keys, changing the tenancy when requested by the tenant and ending the tenancy early when requested by the tenant.

If a landlord charges you a prohibited fee, they may be liable for a fine up to £5,000 for a single offence.

- **There should be adequate means of fire escape in your property and at least one smoke alarm on every floor of the property.**
Furthermore, there should be a carbon monoxide detector in any room that has a working fireplace or burning stove.

Your tenancy will state who oversees maintaining these alarms. If it is your responsibility you will need to periodically check that they are working. It is the landlord's responsibility to ensure they are working at the start of the tenancy.

If your tenancy is for a House in Multiple Occupancy (HMO) then your landlord will also be required to provide a fire extinguisher on each floor.

- **Your landlord cannot visit the property without prior warning.**
As a tenant, you have a right to 'quiet enjoyment' of the property. Landlords/letting agents only have a reasonable right of entry after using the correct notice procedure.

They must provide you with at least 24 hours' notice if they wish to enter the property unless it is an emergency. The notice may contain details about who will enter the property and for what reason. The visit must happen at a reasonable time of day.

If you are not available when they are coming to the property, you can request a witness.

- **All gas appliances must be safely installed, maintained and annually checked.**
There should be a record of every check kept at the property. As a tenant, you should check that your landlord stays on top of any checks that are expiring and voice any concerns you have.

- **Your landlord is legally required to ensure any electrical equipment they provide is safe.**

Landlords must arrange a five-yearly electrical safety check.

This includes appliances like microwaves, vacuum cleaners and cookers.

Check which appliances are provided by your landlord before signing your tenancy agreement.

- **Your landlord will be responsible for most major repairs.**

The specific details of what is their responsibility and what is yours will be outlined in your tenancy agreement.

Landlords responsibilities include but are not limited to: the structure of the property, sinks/baths/toilets, pipes/wires, heating/hot water and the safety of gas and electrical appliances.

If your landlord will not make repairs, contact your local authority. They have powers to make landlords deal with serious health and safety hazards. You can also report this to your local Trading Standards. If this is severe you may be able to take your landlord to court.

- **Your Landlord must ensure they have a licence for the property if it is a certain type of HMO.**

A property is considered a HMO if it is a larger property that is home to three or more unrelated (not part of the same household) people who are sharing toilet, bathroom or kitchen facilities. It can sometimes be referred to as a house share.

A licence is required when a HMO has 5 or more unrelated people, some or all tenants share toilet, bathroom or kitchen facilities and at least 1 tenant pays rent.

Your landlord can be fined and ordered to repay up to 12 months' rent if you live in a HMO that should be licensed but is not.

Even if the property is smaller and rented to fewer people, it may still require a licence depending on the local authority. If you are unsure whether your house is a HMO and needs a licence, you should contact your local council (see Useful Links).

- **The property must be a minimum of EPC energy efficiency band E.**

Unless a valid exemption applies.

- **It is the landlord's responsibility to obtain buildings insurance.**

However, it is recommended for students to take out their own insurance policy to cover their possessions. Contents insurance should protect personal belongings against things like fire, theft or flooding.

If you share a property, each student may need their own separate policy, but some insurers will cover all occupants together.

See here for more information on contents insurance:

<https://www.moneysavingexpert.com/insurance/renters-contents-insurance/>.

- **Your Bedroom must conform to minimum standards.**

These standards are 6.51 square metres for one person aged 10 or over.

- **Letting Agents must be a member of an independent redress scheme.**
If you have a complaint about them, you should contact this scheme. There are two redress schemes: The Property Ombudsman Limited and Property Redress Scheme. (<https://www.gov.uk/redress-scheme-estate-agencies>)
- **Your landlord cannot force you to leave early if you have signed a fixed-term contract.**
Your landlord may be able to end the contract early if it contains a break clause, so check your tenancy agreement carefully before signing so you are aware of this.

If both you and your landlord agree to end the contract, the contract can be ended. But the agreement must be unpressured and clearly communicated.

An exception to this is if your landlord has grounds to evict you - e.g. If you are not paying your rent.

If at the end of your fixed-term you wish to stay in the property, you can try to renegotiate to extend your tenancy. Whilst the landlord is under no obligation to do so, you cannot be required to leave without a court order.

- **If your landlord wishes to evict you, they must follow proper eviction procedures.**
If your landlord threatens to evict you, seek legal advice immediately. There are three stages to a lawful eviction:
 1. The service of a Notice by the landlord or agent
 2. A court order
 3. A warrant of eviction - only a bailiff with a valid warrant can evict you.

It is also considered a crime for your landlord to use harassment tactics to force you out of the property (e.g., threatening behaviour, withholding keys, refusing to carry out repairs). If this happens you should call the police immediately and then contact your local council (see Useful Links).

What your obligations are as a tenant:

- **You must pay rent on time.**
If your rent is 14 or more days late you may have to pay a default fee. This fee is protected by law and will amount to interest on the late payment. It cannot be more than 3% above the Bank of England base rates.

If your rent is regularly paid late or your rent is more than two months late, this could amount to grounds for eviction – even if your tenancy is for a fixed-term.

- **You are responsible for paying any other bills associated with the property.**
This includes bills such as Council Tax, gas, electricity and water. You are entitled to choose (and change) your utility supplier.

- **Fulfil the terms of your tenancy agreement.**
It is important that you carefully read and understand your tenancy agreement. It is a legally binding document, and you will be bound by it upon signing it – even if you do not read or understand it.

If you breach a term of your tenancy agreement, this could provide grounds for eviction.

- **Look after the property, keep it clean and maintain it.**
You are required to keep the property reasonably clean and maintain it.

You are required to fill out minor repairs such as changing lightbulbs and fuse – these responsibilities are often outlined in your tenancy agreement.

Furthermore, any damage caused by you is your responsibility and you may be charged for it. This includes pests such as bed bugs. Although pest extermination usually falls to the landlord if the problem is caused by poor hygiene and negligence it will be the tenant's responsibility to get rid of them.

Another example is damp. As damp is a structural issue, it will usually fall to the landlord to rectify. If, however, the damp is caused by condensation which is your fault due to not ventilating the property properly, it will be your responsibility to fix.

- **If a repair is needed, make sure you report it promptly.**
Report repairs as soon as you notice them. This will reduce the likelihood of the damage worsening and will reduce the impact it will have on your experience of the property.
- **Be considerate to neighbours.**
Anti-social behaviour could be reason for your landlord to evict you. This consideration should extend to any other residents (e.g., flat or housemates).

You should respect other tenant's religious and cultural views and restrict noise levels during unsociable hours.

Communicate with your flatmates if something is making you uncomfortable or unhappy and listen to them if they are sharing their grievances.

- **No sub-letting or lodgers.**
Some landlords allow sub-letting or lodgers, but this is rare. Presume you do not have authority to charge others to stay in the property and contact your landlord for permission if you wish to do so.

It is most likely that sub-letting is prohibited, and this will be outlined in your tenancy agreement.

If you sub-let without permission, this could provide grounds for eviction.

- **If you wish to end the tenancy early you should consult your tenancy agreement.**
Your tenancy agreement will indicate how much notice you must provide before ending the agreement. One month's notice is typical.

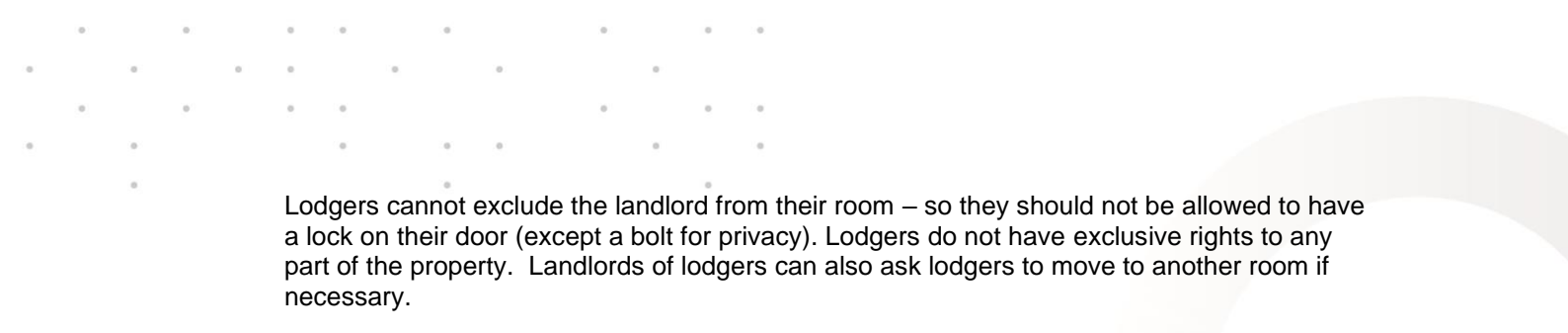
If you wish to leave sooner than your tenancy agreement allows or before the end of a fixed-term you should contact your landlord. You could be charged if you end the tenancy early, although this fee must not exceed the loss incurred by the landlord/letting agent. Unless/or until a suitable replacement tenant is found, you will be liable for the rent until your fixed-term or notice period comes to an end.

- **The property should be returned in the same condition as it was before you moved in.**
This means there should be no damage other than general wear and tear and includes any furniture or appliances that were provided.

If you want to make a long-term change to the property, e.g., painting a wall or putting up shelves, contact your landlord first. They may give you permission to make these changes, but you must not do so without permission.

How your rights as a lodger differ:

- **Lodgers have less rights to tenants.**
A lodger is someone who lives in the same property as their landlord. Lodgers will not sign tenancy agreements, instead, they will hold a licence. As a result, instead of the standard notice period outlined in a tenancy agreement, lodgers can just be served 'reasonable' notice to ask them to leave at any point. This is usually 28 days but can be shorter. You should negotiate a licence agreement which sets out the terms and conditions of your lodging – but this is not a legal requirement.



Lodgers cannot exclude the landlord from their room – so they should not be allowed to have a lock on their door (except a bolt for privacy). Lodgers do not have exclusive rights to any part of the property. Landlords of lodgers can also ask lodgers to move to another room if necessary.

Lodgers do not have the right to have their deposits protected.

The obligations of lodger landlords are much less onerous. However, both types of landlords should have annual gas safety checks done and are responsible for keeping the property safe and free from health hazards.

Moving out.

Things to consider:

Do you wish to leave the property?

- Have you finished university and wish to leave your rented accommodation?
- Will you have to give notice to the landlord to leave the property?
- What do you need to do when moving out?
- Are you the only tenant who wishes to leave?
- If you are the only tenant who wants to leave, what are the consequences of this?
- Will you get your deposit back?
- What do you need to do to ensure that you get the deposit back?

Does the landlord want you to leave?

- Can the landlord require you to leave?
- What do you need to do when moving out?
- What happens if the landlord wants one tenant to leave?
- Will you get your deposit back?
- What do you need to do to ensure that you get the deposit back?

There are common themes across both you (the tenant) wishing to leave the property and the landlord wanting you to leave, such as obtaining the deposit and what the tenant needs to do upon leaving, which will be addressed separately.

Do you wish to leave the property?

Assured Shorthold Tenancy – Fixed-Term

- Usually, you can leave on the last day of a fixed-term tenancy without giving any notice to the landlord, with this ending the tenancy on the date the tenancy expires. Nonetheless, it is best practice to check the tenancy agreement as a clause may require you to inform the landlord in advance that you wish to leave on the last day of the fixed-term. If this is the case, and you fail to inform the landlord, they may be able to argue that they have suffered a loss because of you not informing them.
- If you decide to remain in the property after the contractual expiry date, then a statutory periodic assured shorthold tenancy will arise. The tenant can end this by serving a valid notice to quit.
- If you wish to end the fixed-term tenancy early, then you must check the agreement to see if there is a clause that allows for the contract to be ended early (break clause) or negotiate a surrender of the agreement with your landlord. If you comply with the break clause or get the consent of the landlord then the agreement can come to an end and you no longer must pay any rent. However, if you do not do either of these things then you will still be responsible for the rent under the agreement.
- If it is a joint tenant then all the tenants must want to end the tenancy early.
- If you wish to end your tenancy early, please seek advice from BPP's Student Services. Alternatively, you can get advice from the Citizens Advice or Shelter.

Assured Shorthold Tenancy - Periodic

- If your tenancy is periodic (this means that instead of it being for a fixed-term, it rolls on weekly or monthly), then to move out, you must:
 - a. surrender; or
 - b. serve a valid notice to quit.

Surrender:

- Surrender is mutual agreement between landlord and tenant to end the tenancy. If there are joint tenants, then everyone must agree to the surrender.
- Express surrender – Made by a deed signed by both you and the landlord, the agreement must clearly state that it is a deed and that the tenancy will end immediately.
- Implied surrender – There must be unequivocal acts by both the tenant and landlord that make clear the tenancy will not continue. For example, the landlord and you agree that you will give back the property and you handing the keys back to the landlord.

Notice to quit:

- A notice to quit must be in writing, with the notice period being at least:
 - Four weeks; or
 - If longer, equivalent to the period of the tenancy (except for yearly periodic tenancies – the notice period is six months). The period of the tenancy is worked out by the frequency of rent payments (e.g. monthly, termly etc.)

Lodger

- If you are renting a room in your landlord's home and share living space with them, then you are a lodger. If this is the case, then the rules are different about how you can end the tenancy.
- As a lodger, you likely have a periodic agreement (the agreement is not for a fixed-term, it rolls over periodically e.g., weekly, or monthly). This means you must give the notice period that is contained within the agreement. If the agreement does not state how much notice is needed, then it will depend on whether the agreement is an 'excluded tenancy' or an 'excluded licence'.
- It is likely as a lodger that you have an 'excluded licence' whereby you are sharing the space with the landlord and lack exclusive possession. This means that you must give 'reasonable' notice. There are no rules as to what is reasonable, usually, it depends on how long you have lived there and the length of time between the rent period, but as a guide, if your periodic agreement is 2 weeks, then 2 weeks' notice may be deemed to be reasonable.
- If it is the case that you are a lodger, then it would be best to get some advice on giving notice to your landlord (contact to BPP Independent Advice Team for relevant advice in this regard or alternatively the Citizens Advice and Shelter can help).

Does the landlord want you to leave the property?

Assured Shorthold Tenancy (both fixed-term and periodic)

- If the landlord wishes for you to leave the property, they legally must give you proper notice of this and obtain a court order to regain possession of the property.
- Firstly, this requires them to serve notice of seeking possession and specify the grounds on which they rely in seeking possession.
- However, they can also obtain possession without having to prove any grounds for possession. To do this, they must give a period of notice of at least 2 months or equal to the length of the period of the tenancy (whichever is longer) and state that possession is required under section 21 Housing Act 1988.
- If you are served with Notice you must seek advice – you could seek advice from BPP Independent Advice Team. Alternatively, the Citizens Advice or Shelter will be able to help.

Lodger

- As a lodger with a periodic agreement, the landlord must give you notice before you can be evicted.
- Firstly, check the agreement between you and the landlord to see whether this sets out a notice period. If the agreement does not have a notice period, then there are rules governing the notice period a landlord must give.

- Under an 'excluded licence', where you share the living space with your landlord and lack exclusive possession, you have a right to 'reasonable' notice from the landlord. Again, there are no rules on reasonableness, but things that are considered are how long you have lived there and the length of the period between paying rent. The landlord cannot give less than reasonable notice.
- However, once the Notice has expired the landlord does not have to go to court.
- It is recommended that if the landlord serves you notice as a lodger, you get some advice from BPP Independent Advice Team. Alternatively, the Citizens Advice or Shelter can give you advice on such a matter.

Do all the tenants have to leave?

This depends on the type of tenancy you have: a joint tenancy or a separate tenancy.

Landlord ends the tenancy

- If the landlord ends the tenancy under a joint tenancy, then all the tenants must leave. This is because, under a joint tenancy, the tenants are one entity. This is usually the case if you and your housemates have all signed the same agreement.
- However, if the tenancy you have is a sole tenancy (this is likely if you are living with people you do not know in a house share or are living in student halls), then if the landlord asks you to leave this only applies to you as a tenant and not all the tenants in your home/flat.

Tenant ends the tenancy

- If you wish to end the tenancy under a joint tenancy at the **END** of the tenancy period, then all the tenants must leave. However, if only one of you wishes to leave, and the other tenants wish to stay at the end of the tenancy then the remaining tenants must enter a new tenancy agreement with the landlord (this may require them to find another tenant to fill your space).
- If only one of you wishes to leave **BEFORE** the end of the tenancy under a joint tenancy, then you may need to agree with the landlord to appoint someone to take your place. If no permission is obtained, then you will have to continue to pay the rent, failing this the remaining tenants will have to make up the rent of the person who has left. Therefore, it is best to obtain the landlord's permission in this circumstance.
- In a sole tenancy agreement, if you (as the tenant) wish to leave then the notice periods for terminating early and the agreement coming to an end would apply. It would not mean that the other tenants must leave as the agreement is with you as an individual.

What do you have to do when vacating the property?

This section is relevant to both you wanting to leave the property and the landlord wanting you to leave.

When leaving the property, it is not uncommon for disputes to arise as to what should be deducted from the security deposit given before the tenancy started. The tenancy agreement itself should give details about what deposit deductions are allowed.

Common deposit deductions.	
Permitted	Not permitted
Cleaning	Fair wear and tear
Damage	Damage in the property that was present when you moved in

If the landlord or agent is unfairly withholding the deposit or they are not responding with regards to the deposit, then you should seek advice as to how you can get your deposit back or challenge the decision made.

However, there are things that you as the tenant could do both during your time in the property and when you are leaving the property to reduce any deductions made from the deposit.

Consult the contract

You must read the contract between you and the landlord as this will make clear what condition you should leave the property in when you move out. For example, the contract may state that the property must be cleaned to a professional standard. You must understand your obligations before you move out so that you can ensure the property meets the standards that are expected of you.

Inventory

When moving into the property, it is usual for the landlord or agent to give you an inventory of the property. Inventories document the condition of the property when you move in, which means that any damage already there when you move in will not be deducted from the deposit as the damage was not caused by you. The inventory will usually have a description of items in the property and the condition of the property alongside pictures. Although this document records the condition of the property, it is still important for you to compare the inventory to the property when you move in and take any added pictures of issues with the property you identify. Similarly, the same must be done at the end of the tenancy. This means that you have a documented comparison of the property to identify any damage caused by you that may be deducted from the deposit.

Cleaning

Make sure you keep the property clean! Before moving out, ensure that you spend time cleaning the property. You must leave the property in the same condition as you found it when you moved in to avoid reductions from the deposit. Do not leave any possessions behind and dispose of any rubbish when you leave. Again, you should take photos that show how you have left the property.

Keep records

You must keep records of any issues in the property you have encountered during the tenancy. For example, if you email the agent or landlord because there is an electrical fault then you must keep a copy of the emails exchanged.

Keys

Make sure that you return to the landlord or agent ALL the keys that were provided at the start of the tenancy. If not, the cost of changing the locks may be deducted from the security deposit by the landlord.

Bills

When leaving the property, you must ensure that you take any metre readings (electric, gas, and water) and send these readings to the utility company so that you can make a final payment to them. Do not leave the bills unpaid. Bills are your responsibility. If you leave any bills unpaid, then the utility company will ask you as the tenants for the money and not the landlord. Therefore, you must make all final payments and any metre readings and inform the utility company that your tenancy has ended. It is then for the new tenants to arrange for a new provider and state what the meter reading is from the date they move into the property.

Rent

Ensure that you have paid all the rent due to the landlord, do not withhold rent because it will be deducted from the deposit as this can impact your references and is a breach of the tenancy.

It is a common misconception that withholding rent forces a landlord to do something (for example repairs). In practice it does not work and only put you in breach of tenancy. There are other methods of obtaining redress where required (see When Things Go Wrong).

Inspection

It is important that when the property is inspected by the agent or landlord to try and be present at the property. This will allow you to understand what monies will be deducted from the deposit to cover any damage caused during the tenancy.

Checklist of things to do before moving out of the property:

Cleaning:

- Hoover.
- Clean the carpets.
- Mop any hard floors.
- Clean skirting boards.
- Wipe down walls.
- Clean windows.
- Clean toilets, sinks, baths, showers.
- Descale any taps or showers.
- Clean any kitchen appliances.
- Empty and Hoover drawers and cupboards and wipe them down.
- Empty bins.
- If the property has a garden and it is your responsibility, then tidy the garden and make sure you leave it as it was when you moved in.

Bills:

- Take an electric metre reading.
- Take a gas metre reading.
- Take a water metre reading.
- Inform ALL suppliers that you are vacating the property and what the final readings are.
- Make any final payments to the suppliers (water, gas, electric, broadband, television provider).

Inventory and inspections:

- Take pictures when you move in.
- Keep a detailed record of the condition of the property and any fixtures and fittings when you move in.
- Keep records of any correspondence with the landlord.
- Take pictures when you move out.
- Keep a detailed record of the condition of the property and any fixtures and fittings when you move out.
- Attend the inspection appointment.
- Give the keys to the agent or landlord.

Other:

- Make sure that you know who the deposit is being paid to. If you have a joint tenancy, then the deposit will be paid back to the head tenant who must ensure that they pay this to each tenant. If you have a sole tenancy (common if you are living in university halls), then the deposit will be paid back to you personally.
- Let the local authorities know so they are informed that new tenants are moving into the property who may have to pay council tax and that you need to be taken off the electoral register.
- Change any addresses for your bank account or other personal items (doctors, dentists, etc) so that any personal documents are not sent to your previous address.
- Give your landlord your forwarding address so that they can send any post to you. This is also important so that you can be found. If any action is brought against you and you cannot be found, it is not ideal later when entering a loan agreement that there has been action brought against you.

When things go wrong.

Problems with repairs:

Assured Shorthold Tenancy

You may find yourself in a situation where you have a blocked sink or toilet, no hot water or your home is invaded by pests. It helps to know your rights regarding repairs - and what to do when repairs are not taken care of.

Tenant's responsibility

- Minor repairs such as changing light bulbs and batteries to smoke detectors.
- Minor repairs specifically mentioned in your tenancy agreement.
- Fixing appliances and furniture that belong to you.
- Doing safety checks on electrical appliances that belong to you.
- Damage caused by you or your guests (including blocked drains and broken windows, etc) – However you must inform the landlord of the damage caused and reach agreement as to the repairs. The landlord may choose to carry out the repairs and recharge you.

Your landlord is not responsible for taking care of minor repairs such as changing of light bulbs and fuses, as a tenant you are expected to take care of these by yourself. You are also expected to keep your home and the outdoor areas reasonably clean and to do safety checks on electrical appliances that you own. If your tenancy agreement specifically says that you should take care of the garden, for example, to regularly cut the grass, then you should do so.

If you caused the issue that must be fixed you might have to pay for it - even if it is a repair your landlord would normally be responsible for such as problems with sewage. You are, for example, expected to take reasonable care to keep drains free of blockages and you might receive a hefty bill if you fail to do so.

NOTE: You are not responsible to pay for normal wear and tear in your home, such as for faded curtains or minor scuffs on the walls and floors that one would expect to see in a property over months and years.

Landlord's responsibility

- Property's structure and exterior.
- Faulty or dangerous gas and gas appliances.
- Defective electrical wiring or electrical appliances.
- A lack of fire safety and precautions.
- An infestation such as rats, mice or cockroaches.
- Problems with sewage and blocked drains.
- Rising damp or mould growth.
- Insufficient heating or hot water.
- No running water and sanitation facilities.
- Chimneys and ventilation.

By law your home must be kept fit for human habitation and free of hazards – it should be safe and free from things that could cause you serious harm. Your landlord is responsible to take care of your home's structure and exterior, which means foundation, roof, walls (including falling plaster), stairs and bannisters, fence and external doors and windows. Also maintaining common areas including entrance halls and stairways you may share with your neighbours are your landlord's responsibility.

Landlord not doing essential repairs

If your home has a problem that your landlord is obliged to take care of (listed above) make your landlord aware of the issue by writing to them.

It is good to have all communication in writing for future reference, so instead of (or as well as) phoning them write them an email, send a text or send a WhatsApp message you can easily take a screenshot of.

Once you have reported the problem your landlord is legally obliged to respond to you within 14 days. The landlord is required to state in writing what they are going to do to fix the issue and by when.

If your landlord does not fix the issue write them a letter (you can email this) in which you ask for the repairs to be done as per under the terms of your tenancy agreement. Bring to their attention that you are aware that under the tenancy agreement your landlord is required to undertake repairs to the property as and when needed, and that any issues reported by tenants should be addressed in a timely and professional manner.

If the landlord still does not carry out the repairs or reply to you then contact your local council's environmental health department that can send someone over to inspect your home (see Useful Links). After the inspection, your local council can contact your landlord to enforce them to make the necessary repairs.

- For more information on contacting Environmental Health see https://www.thetenantsvoice.co.uk/advice_from_us/contacting-the-environmental-health-department/.

NOTE: The local authority's Environmental Health only deals with situations where the tenant's health is threatened, they will not get involved if you are experiencing trivial disrepair such as broken furniture or cosmetic issues.

If you cannot obtain remedy via Environmental Health, it is also possible to take action against your landlord directly for not carrying out mandatory repairs. If your local council was unable to assist you to seek advice before taking legal action. At the end of this section, you will find a list of organisations that you can contact to obtain free advice.

- For further information also see <https://www.gov.uk/government/publications/homes-fitness-for-human-habitation-act-2018/guide-for-tenants-homes-fitness-for-human-habitation-act-2018>.

NOTE: Under the **Retaliatory Eviction and the Deregulation Act 2015**, if a landlord tries to evict you within six months of you reporting the problem in writing and the problem has not been fixed, it is unlikely that any Section 21 notice served can be enforced. This is to protect you by preventing revenge evictions.

Damp and mould

Damp and mould are common problems in the UK, especially in affordable privately rented properties, and some landlords may think that students will not know about their rights to complain about the issue.

Mould can put your health in serious risk, worsen your quality of life and destroy your belongings so if you have a noticeable problem with rising damp and mould you should report it.

Whether it is your landlord's responsibility to get rid of the mould depends on who caused it. If the mould was not present in the property when you moved in but has started to grow because you never ventilate your home, then it is likely that you should also fix the problem.

However, it may turn out that you could not see or smell the mould when you moved in, because your new home was, for example, freshly painted. If the mould starts to appear quickly despite ventilation and soon reappears after cleaning it off it is likely to be a problem for your landlord to fix.

If the mould is caused by dampness in the building's structures or because of a leaking roof or a burst pipe, your landlord should take care of it. Addressing damp is a mandatory repair under the Housing Health and Safety Rating System (HHSRS).

Pest infestation

Who is responsible to fix the problem if your home gets infested by unwanted guests such as mice, rats, cockroaches or bedbugs?

- If your tenancy agreement states that it is your landlord's responsibility to deal with pests then it is their responsibility.
- If your tenancy agreement does not say it is your landlord's responsibility, but the pests were already present when you moved in then it is likely to be your landlord's responsibility to get rid of them.
- If the pests or rodent infestation is caused by disrepair in the property (which is not caused by you!) then it is your landlord who is responsible to do both the repairs as well as to deal with the infestation.
- If the infestation was caused by you, because you failed to take the rubbish out regularly or to leave food out for long periods to attract mice, then it is your responsibility to remedy the problem.

Lodgers

If you rent a room in your landlord's home and share living space with them, you are likely to be a lodger and your landlord does not have the same legal obligation that applies to tenancies to carry out essential repairs. Your landlord should still make sure your home is safe for you to live in. Landlords of lodgers have, for example, certain responsibilities for gas and electrical safety. As a lodger, you are likely to have a licence agreement and the agreement might set out what repairs your landlord is responsible for.

- For further information on repairs, see https://england.shelter.org.uk/housing_advice/repairs.

Landlord entering your home without permission:

Assured Shorthold Tenancy

If your landlord has entered or keeps entering your home without your permission, they are breaking the law. Anyone who wishes access to your home must ask you for your permission - and this includes your landlord and letting agent.

If it is alleged in your tenancy agreement that your landlord has full access to the property and has the right to enter without permission your landlord has tried to add an unenforceable clause.

As per the Housing Act 1988 your landlord or letting agent must notify you in writing at least 24 hours before they want to enter your home, and the visit should also be during a reasonable time of the day.

Exception - emergencies

- Fire
- Smell of gas
- Flooding
- Structural damage that requires urgent attention
- Suspicion of violence or other criminal activity taking place

Your landlord or their representatives can only access your home without your permission if they need immediate access to your home because of an emergency and suspected serious issue, which puts safety at risk. Otherwise, they need a court order to enter.

Change the locks

To avoid situations where your home may be accessed without your permission (by the landlord or other people) you can change your locks when you move into a new property. You never know who and how many people have rented your home in the past and how many people have keys to your home.

There is no obligation for you to provide keys to your landlord either unless your landlord has specifically added such a clause in your assured shorthold tenancy agreement. However, if they need access in an emergency and you are not there, you may be charged the costs of using a locksmith to gain access.

Lodgers

If you are a lodger your landlord has full access to their whole property. This means that your landlord also has a right to enter your room without your permission (although they must respect your privacy).

Joint tenancy - common problems:

Sometimes it can be down to luck who you get as your flatmate. It is good to know what your rights are if your flatmate leaves and stops paying rent, does not pay their share of the bills or damages your shared home. To avoid stress, hurt feelings and additional financial burden it is good to know what type of a tenancy agreement you have, and with who, before signing it.

Try to talk things out

If you are having problems with your flatmates do not ignore the issues, it is best to openly and amicably try to resolve the situation. If you have signed a joint tenancy agreement it can be difficult to leave the tenancy before the agreed term ends and by just moving out, you are likely to remain liable to continue to pay your rent. Try to talk to your flatmates as early as possible when you start to get problems in your shared home - and before the problem gets more serious. Cleaning and other household chores, food storage, overnight guests and excessive noise are all common issues in shared accommodation, and for everyone to be able to enjoy their home it is best first to try to calmly talk things out.

Ask your landlord for help

If the problem gets worse and you cannot resolve it despite trying to talk to your flatmates, ask your landlord if they may be able to help. If your flatmate has breached your tenancy agreement in some way your landlord may be able to take action to evict your flatmate, though usually if a joint tenant is evicted the tenancy agreement is ended to the other tenants too. If this is the case, you should ask your landlord for a new agreement.

More serious cases

You may also be able to ask your local council or the police for help if your flatmate keeps causing serious noise disturbance or has severely damaged your shared home. You should call the police if another tenant has threatened you with violence or there has been racial, religious or sexual harassment. You should never feel scared and harassed in your own home.

Flatmate does not pay their rent

If you live with other people and you have all signed one tenancy agreement with your landlord when you moved in, you have a joint tenancy. In this case, all the tenants have the same rights and obligations - and you are equally responsible to pay the rent and follow the terms set in your tenancy agreement.

If you find yourself in a situation where one of your flatmates has decided to move out, you and the other tenants are responsible for paying that person's share too.

If you wish to remain in the property, ask your landlord for a new tenancy that does not include the person who has moved out. To avoid paying extra rent you can also ask if you could find someone to replace the flatmate who moved out.

If you make no changes to the tenancy the flatmate who has left will have to continue to pay their rent – and if they do not, you and the other remaining tenants will have to pay for their share too. This is also the case if you have a joint tenancy agreement and one flatmate does not pay their rent while still living in the property.

You have moved out

If you have moved out and cannot afford to continue to pay the rent, try to explain your situation to your landlord. You could avoid a lot of stress and financial burden by trying to talk to them as your landlord may agree to charge you a reduced amount or to pursue the other tenants who remain in the property.

If you cannot reach a compromise your landlord may take legal action against you by trying to evict the remaining tenants and take all of you to court. If your flatmates have to pay your share of the rent to remain in the property, they may also take action against you to recover the costs.

It is a good idea to leave a forwarding address to your landlord and flatmates when you move out to avoid finding out years later that court action was taken against you.

Broken relationship

The same applies if your relationship has ended and you have had a joint tenancy agreement with an ex. Partner. If you have a fixed-term agreement without a break clause and you both agree to leave early try to negotiate with your landlord.

If one of you wants to move out either both of you must move out or the person who wants to stay in the property should ask for a new tenancy that will only be in their name. If the tenancy remains the same, you will both be liable to pay the rent.

Flatmate does not pay bills

If you have a joint tenancy agreement it is usually assumed that all tenants agree to pay an equal share of any bills, such as council tax, gas and electricity and internet. So, what happens if one of your flatmates does not pay their share?

The bills are usually in one person's name and when they are not paid the utility companies start to target the person whose name is on the bill. Even if the account was set up using the names of all the tenants, the supplier can chase anyone for the outstanding debts despite you informing them that you have already paid your share. If the bill is in one person's name utility companies may try to pursue the other non-named tenants as well if it can be shown that the person named on the bill contracted on behalf of everyone living in the property.

However, if the bills are in your name and you cannot get your flatmate/s to pay their share it may be necessary to pay the whole bill yourself and then try to recover the money from your flatmate/s by taking legal action. If you do not pay bills such as council tax, there can quickly be serious consequences such as being taken to court and getting huge fines. Unpaid bills can also have a serious impact on your credit score.

Taking action against your flatmate

If you have a flatmate who has left you to pay for their rent and/or bills, you can take them to small claims court to claim for the money you have had to spend. You should always request first in writing and after this write them a letter before court action giving them a final chance to pay before starting legal proceedings. You will need to have this evidence of communication to show in court. **Seek advice before taking legal action**, you will find a list of organisations that provide free advice at the end of this section.

Flatmate damages your shared home

If you have a joint tenancy agreement with other people and a joint deposit has been taken there is likely to be joint and shared responsibility for damage amongst all tenants. Your landlord could dispute returning some or all your deposit if they can show they need this money to fix the damage. You may also be liable for damage caused by a flatmate who has already moved out of the property.

Shared home - sole tenancy agreement

If you and your flatmates have signed your own separate tenancy agreements with your landlord, you have an assured shorthold tenancy for your room and you are only responsible for your own rent. You are not liable to pay the rent of a flatmate who moves out or stops paying it while still living in the property.

Problems with your deposit:

Assured Shorthold Tenancy

Landlords are legally required to safeguard their tenants' deposits with one of three government-backed deposit protection schemes, which are:

- Deposit Protection Service <https://www.depositprotection.com/>
- MyDeposits <https://www.mydeposits.co.uk/>
- Tenancy Deposit Scheme <https://www.tenancydepositscheme.com/>

You are not sure your deposit has been protected

If you are not sure whether your deposit has been protected contact the three tenancy deposit schemes to find out if your landlord has protected your deposit with one of them. You can apply to your local county court if you think your landlord has not used a government-backed deposit protection scheme when they should have.

If your landlord has not protected your deposit the court can order your landlord to repay it to you or pay it to a deposit scheme. The court also has the power to order your landlord to pay you up to three times the amount of the deposit. You should get advice before taking court action (see Useful Links).

Landlord not returning your whole deposit

When you move out your landlord must return your deposit within 10 days of you both agreeing how much you will get back.

If your landlord does not return your deposit in full and you have not agreed to the deductions (or you might not even have been contacted about the deductions) you can challenge your landlord's decision to keep some or all your deposit by raising a deposit dispute. It is free to do so and worth the effort if you believe that your landlord has unfairly deducted money from your deposit.

You should contact the deposit scheme where your deposit is being held and notify them that you do not agree with the deductions your landlord has made and that you wish to start a dispute. You will then receive guidance and will be able to create a profile and start the process. While you are in a dispute with your landlord your deposit will be protected in the tenancy deposit scheme until the outcome of the arbitration.

Tip for a successful deposit dispute application is to include lots of evidence – photographs of what is being alleged as the reason for the deductions, copies of an email exchange with your landlord and/or letting agent, receipts if relevant, and including dates of all events and communication.

Make sure that you take time to explain in full what has happened and when, and why you feel that your landlord is unfairly trying to deduct money from your deposit.

Writing the application will take time, do not spare just one evening – but if your landlord is deducting money unfairly and you include the necessary information and evidence, the arbitration most often favours the tenant - so it is worth it to put in the effort.

Deposit - if you have damaged the property

Property damage caused by the tenant can be lawfully deducted from the deposit. It is vital to take photographs of the property when you move in so that your landlord cannot claim deductions for damage that already existed when you moved in. Sometime a landlord may, for example, try to make tenants pay for replacing carpets that were already old and dirty and needed to be replaced in any case.

Lodgers

Same deposit rules do not apply if you are a lodger as excluded occupiers have very few legal rights. Being a lodger may be a cheaper way to rent, but a landlord does not need to put a lodger's deposit in a government-backed deposit protection scheme required for assured shorthold tenancies.

Dealing with problems with your letting agent:

Letting agent redress schemes

Letting agents must belong to a redress scheme and local councils can fine letting agents up to £5000 if they do not join a redress scheme. You can complain to a redress scheme about issues such as avoidable delays, rude and intimidating behaviour and failure to explain things properly, but you must give your letting agent a chance to deal with the problem before you make this official complaint.

NOTE: You cannot usually complain to a redress scheme about things, which are the responsibility of your landlord unless the letting agent has contributed to the problem.

For more information see:

https://england.shelter.org.uk/housing_advice/private_renting/letting_agent_redress_schemes.

Evictions:

Assured Shorthold Tenancy

You could be facing eviction, for example, for not paying rent, antisocial behaviour or breaching some other terms in your tenancy agreement.

If you are in financial difficulties and are worried that you may not be able to pay your rent on time or in full the best way to avoid a lot of stress and complications is to speak to your landlord. You may be able to agree on a plan for you to pay reduced rent for a little while until your financial situation gets better, or to change the payment date.

Dealing with rent arrears:

- Check first that you owe the right amount of money.
- Speak to your landlord and try to agree to a way to repay the arrears in instalments – this will benefit both of you as the eviction process is very long for your landlord, but if it goes through it can make it difficult for you to find another home in the future.
- If you receive benefits check if your benefits have already been paid directly to the landlord.
- If you do not receive any benefits check if you are entitled to them.

If you are about to be evicted from your home, you might be able to get help from your local council so you should contact them about your situation.

Unlawful eviction

You can only be lawfully evicted if your landlord has followed the proper steps. The following applies to assured shorthold tenants (but not to lodgers and licensees).

Your landlord must give you a valid section 21 or section 8 notice and get a possession order from the court if you have not left by the date on the section 21 or section 8 notice you were given.

Your landlord then must ask the court for a warrant of possession if you have not left by the date on the possession order, and finally get an eviction warrant from the court, which means that bailiffs can force you to leave your home. This is a long process and takes time.

NOTE: If your landlord has served you with a section 21 or section 8 notice then you should immediately seek advice.

If you are being harassed and unlawfully threatened to leave your home, you can change the locks so that your landlord cannot just remove your belongings and stop you from entering your own home.

It is illegal for your landlord to harass you or force you to leave your home, and if you feel threatened you can report your landlord to the police.

If you are being harassed to leave your home, you should contact your local council who can talk to your landlord. You can also get an injunction from court against your landlord and there are many support agencies that you can talk to for free to give you advice on getting an injunction - see a list at the end of this section.

Keep records of all communication with your landlord and ask for all communication to be in writing so that it can be easily used as evidence if you take legal action. If you do not work, are on a low income or receive benefits you may be eligible for legal aid to help you with your legal costs. For more information and to check, see <https://www.gov.uk/check-legal-aid>

You have already been evicted

If you have already been evicted and you have been made homeless you should contact your local council immediately. Your local council has a duty to assess your case and help you to find accommodation if you are homeless or will be made homeless within the next 56 days.

BPP Independent Advice Team https://www.bppstudents.com/advice_help/ may be able to help you if you have lost your home.

Coronavirus pandemic eviction ban

Due to the coronavirus pandemic evictions in England are on hold until after 21st of February 2021 in almost all circumstances. In Wales and Scotland evictions are on hold until March 2021, while in Northern Ireland the notice period for starting eviction proceedings has been extended to 12 weeks, which after that the landlord must obtain a court order. Similarly, landlords in England, Wales and Scotland are required to give longer 3-6 months' notice periods due to the pandemic.

Landlords are still responsible for repairs and safety checks, but you can ask them to delay work if you are self-isolating or shielding.

The government can extend the eviction ban further if the coronavirus outbreak continues.

- Check https://england.shelter.org.uk/housing_advice/coronavirus for more information.

Lodgers

If you live with your landlord and are a lodger your landlord does not need an order from the court to evict you. As excluded occupiers can be evicted easily it can be difficult for you to enforce your rights even if you had contractual rights that were agreed with your landlord.

It is best to keep proof of your rent payments in case of a dispute so keep bank statements or receipts. If you feel threatened by your landlord, you are for example physically threatened to leave your home, you should call the police.

Get help when things go wrong:

- If you find yourself in trouble with your landlord BPP Independent Advice Team offers independent advice to help you to know your rights as a tenant.
- BPP University may also be able to help through the university's crisis fund if you are in a situation where you have already lost your home, drop them an email at IndependentAdvice@bpp.com.
- There are also several organisations you can contact if you need free advice on your housing issues when things go wrong. Shelter offers a free online chat service as well as a lot of information on their website, including template letters if you have exhausted all other options and need to take legal action. Also, Citizens Advice provides free housing advice on its website and via online and telephone service, as well as face to face appointments during non-COVID-19 times. Citizens Advice cannot offer legal advice but can put you through to a service that does, such as RCJ Advice in London <https://www.rcjadvic.org.uk/>.
- RCJ offers free legal advice to people who cannot afford a solicitor and need assistance with preparing or dealing with a court case in the civil and family courts. Their housing team provides advice on issues such as eviction or homelessness and can be contacted at housing@rcjadvic.org.uk.
- If you need legal advice, for example, because repairs have not been carried out or you are being threatened with an eviction there are also many Law Centres across the UK, which offer free legal advice, casework and representation. Search <https://www.lawcentres.org.uk/> for your nearest Law Centres and find out if you are eligible to receive free legal assistance.

Useful links.

Gov.uk issues advice direct from the government. The most applicable to students wanting to rent is the how-to rent guide.

- <https://www.gov.uk/government/publications/how-to-rent/how-to-rent-the-checklist-for-renting-in-england>
- <https://www.gov.uk/check-legal-aid>

Deposit protection schemes

- Deposit Protection Service <https://www.depositprotection.com/>
- MyDeposits <https://www.mydeposits.co.uk/>
- Tenancy Deposit Scheme <https://www.tenancydepositscheme.com/>

Letting Agents must be a member of an independent redress scheme.

If you have a complaint about them, you should contact this scheme.

There are two redress schemes: The Property Ombudsman Limited and Property Redress Scheme: <https://www.gov.uk/redress-scheme-estate-agencies>

How to find your local council (your local authority)

- <https://www.gov.uk/find-local-council>

Shelter is a housing charity in the UK which offers free advice, online and over the phone.

- https://england.shelter.org.uk/housing_advice/private_renting
- https://england.shelter.org.uk/housing_advice/downloads_and_tools/template_letters
- https://england.shelter.org.uk/legal/possession_proceedings_and_eviction/notices/section_21_notices
- https://england.shelter.org.uk/housing_advice/tenancy_deposits

Citizens Advice cannot issue legal advice but have lots of useful advisory articles on their site. They also offer general guidance via online and telephone appointments.

- <https://www.citizensadvice.org.uk/housing/renting-privately/>
- <https://www.citizensadvice.org.uk/housing/renting-a-home/student-housing/>
- <https://www.citizensadvice.org.uk/housing/renting-a-home/subletting-and-lodging/lodging/what-rights-do-lodgers-have/>
- <https://www.citizensadvice.org.uk/debt-and-money/rent-arrears/dealing-with-rent-arrears/>

If you think legal action is required, look for your local law centre.

- <https://www.lawcentres.org.uk/>

BPP University want to help their students. If you need any help, get in touch with BPP Independent Advice Team. They can help with a range of things and can direct you to any of the services above if required.

- https://www.bppstudents.com/advice_help/