

Know your rights!

Starting to look for a house for next year?

Bath SU and Bath Spa SU both offer support and events when looking for houses – these normally happen around February, as it's not recommended you look before then, and equally try not to choose who you're living with before then! You may feel you want to live with someone forever until Christmas of your first year, but hang fire until you've really gotten to know everyone. However, when you are then looking for a house, there are a few tips to consider beforehand:

1. Where do you want to live? Consider areas, transport, and convenience. What sort of place? A house, a flat, etc. Many letting agents will list all kinds of accommodation so it's often useful to search through one of them.
2. Which letting agent or landlord are you choosing to search through? Check who's a member of a professional body or redress scheme – only 60% of agents are members, but if you choose one that isn't then it will be less easy to get outside help in the case of a dispute! Property Ombudsman or Ombudsman Services: Property are both nationally recognised redress schemes.
3. How are your details being registered with them? Many letting agents take a name or some contact details for you to be registered as someone looking for a property through them, but it is a criminal offense for them to charge any registration fee for this.
4. Are you buying or renting a property long distance? This is anything that doesn't involve face to face contact with the landlord or agent before the contract starts. The agent must provide you with prescribed information about the property, answer any questions you have, and explain your right to cancel and what their terms are – there is usually a cancellation period of seven days, starting from the day the contract starts – though if you have benefitted from the contract already (eg by using the service) then this is invalid.

You've chosen a house! Now you have to make it yours...

When you choose your house, chances are there will be a fair few months before your tenancy actually begins. It's important that you still tread carefully here to avoid losing out!

1. Look at **what fees you're being charged**. Consider what you're getting in return for it, whether it's worth it, if it's refundable, if it's fair – and if you have any choice! Many agents will charge you a **holding fee** to make sure that no one else can let this property. If you're signing a contract two weeks before you move in, and it's not a popular property – is this really likely? **Don't be rushed into signing something** because of the threat that it might go at any minute – there is a lot of property in Bath, so there's no need to worry!
Advance rent is sometimes used as a deposit (or a commitment to the contract) but make sure you know how much rent you have left to pay at the end of the contract!
Bonds, often referred to as **deposits**, are used as protection for the landlord in case of damage. See the next section for what you should ask about before you pay this!
Admin fees are quite common and quite justifiable for landlords or letting agents, but it is

important to look at how much you are being charged – and whether it is worth it. These may or may not be refundable if you as a tenant pull out of the contract, but if the landlord withdraws they definitely should be.

2. Make sure you **get your contract checked**. Both Students' Unions offer this service totally **free**, and they can help you see any unusual terms that you may have to meet at the end of your contract, or any unfair terms that put you at a disadvantage. The landlord or agent **must not use their position to get the upper hand** over the tenant, and **must not have any hidden costs** in the contract – though rent amounts and standards of housing are exemptions from the unfair terms regulations. Any terms that contradict regulations otherwise can be reported to the Office of Fair Trading, **who have a duty** to carry out an investigation into any complaint – which is a lot of hassle for the landlord, and so should provide a strong basis for negotiation!

They've taken your deposit, with a vague promise you'll get it back next year...

Before you pay your deposit, ask a few questions of your landlord or agent. They are **legally obliged** to protect the deposit with a registered scheme, and you are entitled to **ask what scheme** they are using; ask to view their certificate (and check that it is valid); and familiarise yourself with the scheme and your rights within it – and the circumstances under which your deposit will not be returned! More information on reclaiming the deposit is under the “end of contract” section.

Finally! You're moving into your lovely new freshly painted house.

There are quite a few things to consider immediately before, and on moving into, your new house as a tenant.

1. First of all – providers of **insurance and energy**. Contents insurance may lower your required deposit (and provide protection in case of theft or damage!); and changing energy companies if your landlord or agent allows it may save you money; but be careful of following recommendations from them as they may be receiving commission. Equally, if they're recommending an energy company that offers you the cheapest deal, *and* the landlord will receive commission – that's no reason to not choose the company! It's simply a win-win situation, where you don't necessarily need to be your landlord's enemy.
2. Secondly, make sure you **attend the check in**, where you look over the condition of your house as you arrive alongside your agent or landlord. **Take pictures of everything** (even if they are) and make sure that any existing damage is noted so that you don't get the blame at the end of the year. It's also useful for you to see the condition of the house beforehand so that you're aware if you do damage anything yourself.
3. If you do **find any damage** or anything that doesn't work at any point during the year, put it to your landlord **in writing** as soon as possible, with a date and your own record of it, or else your complaint won't be valid if a dispute arises.

During your tenancy – just in case things aren't all smooth sailing!

During a tenancy, terms that didn't make much sense in the contract can become apparent, or changes can occur. Things can go wrong, or new situations can arise. It's important to know what to put up with and what to put a stop to.

1. Terms that seemed fairly trivial in a contract may suddenly massively affect your life. Things like the landlord checking the property must be considered carefully. **If a landlord or agent wants to visit the property**, either to check it or for a viewing for a new tenant, they must give you **24 hours' notice** and come at a reasonable time. This also applies for if they send workmen or anything similar.
2. There is a key balance between reasonable property maintenance and infringement on your life and **your right to privacy and quiet**. If a landlord requires you to vacate your room for unanticipated maintenance, **make sure you're properly reimbursed**. If a landlord is coming round on a weekly basis to check how well it's maintained, it could be an infringement on your life. Think about whether it's reasonable and whether you're OK with it, or what you expect in return. The Students' Union can help advise you on this.
3. If you do decide **you aren't happy with the standards** of your accommodation or someone's behaviour, the first thing to do is **to try to negotiate**. Any landlord or agent should have a well-publicised complaints mechanism for you to go through with any issues. **Keep all communication recorded and in writing**.
4. It may be that the **contract needs to change** part way through the tenancy. This should only happen if it is **of benefit to both tenant and landlord**. Any requirements that are added should meet this and be clear and transparent – this includes for example a handbook, presented on arrival, with additional requirements. This is called incorporation.
5. Any **infringement of legal rights**, failure to follow the redress scheme code of practice, unfair treatment, or **inefficiency and undue delay**, can be reported to and dealt with by the redress scheme, if **reported promptly** and with written evidence that the tenant has first **attempted negotiation** – this is why it's important to check that your agent is a member of a redress scheme as they can't deal with issues if they aren't, or if they are reported too late!

Finally, it's summer, time to leave.

Just because you're moving out, is that necessarily the end of your contract? Check that your contract is limited and you don't need to officially terminate it; check for any unusual terms that require any action from you at the end of your tenancy; and be aware if you are moving out before the end of your contract.

Again, be sure to **attend the check out** at the end of the contract, with your photos from the start of the year, and again make sure to **take photos** at this end. This gives you the opportunity to have your say. The landlord or agent should be able to **tell you immediately what will be withheld** and why.

"Fair wear and tear" constitutes anything that would have happened regardless of how careful the tenant was, and just occurs from someone living there. It is not the same as accidental damage so be prepared if anything is damaged! However, **the landlord can only reclaim specifically the amount that has been lost** due to this damage. If you disagree with this, negotiation should always be your first avenue of action – over 99% of disputes are solved through calm negotiation! A deposit can be

paid out upon agreement from the tenant and landlord in writing; upon direction of the court; or upon an adjudication report from the Tenancy Deposit Scheme. **Deposit protection schemes can resolve issues** around cleaning, damage/redecoration/gardening, rent arrears, missing items or any other costs that the tenancy agreement says a tenant must pay from their deposit when a tenancy ends. **The burden of proof falls on the landlord** to show that the deposit should not be returned, so the natural path is always for it to be returned to the tenant, so if you feel you deserve it back, argue against the decision! Deposit Protection Scheme adjudication is a **free** alternative to going to court.