



Choosing a home to rent

Private Rented Sector Tenant Information Guide

About Decent and Safe Homes East Midlands (DASH)

Decent and Safe Homes (DASH) East Midlands is a project funded by the Government Office of the East Midlands. We work with landlords, tenants and Local Authorities to raise standards in housing.

As part of our work to encourage Landlords to improve housing conditions and the management of their properties, we feel the need to inform all tenants of housing standards is very important. It is our belief that if tenants are better informed about property, legal matters and procedures, then they can help to improve the standards of rented properties across the region.

Further information on DASH, its associates, projects and successes can be found by visiting our website at www.eastmidlandsdash.org.uk

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Section One – Choosing Your Letting Agent

When looking for a property to rent, prospective tenants usually spend a day or two in the town of their choice, visiting letting agents, registering on mailing lists and obtaining property details, or they spend time looking for suitable properties on both individual agent websites and dedicated property websites. In both circumstances, it is very easy to overlook the agent themselves.

Bear in mind that if you rent a property through an agent, you may need them to respond quickly and effectively to an emergency situation at some time during your tenancy. The easiest way to establish an agent's reputation is to ask current clients how they have been treated. As with most industries, in the world of property rentals word of mouth is a very powerful tool.

Many high street agent chains are members of an accreditation scheme of one sort or another. These schemes include but are not limited to NAEA - National Association of Estate Agents, ARLA - Association of Residential Letting Agents, OEA - Ombudsman for Estate Agents, NALS - National Approved Letting Scheme and RICS - Royal Institute of Chartered Surveyors. If an agent is a member of any of these schemes, you have some recourse should you be dissatisfied with the service your agent offers to you. There are some agents who are unregulated however, and while this does not automatically label them as sub-standard, it does reduce your options for resolving problems if and when they occur.

If you are renting a property from a landlord who has chosen not to go through a letting agent, you should do your best to speak to other tenants who occupy properties owned by the same landlord. This is not always possible, but as a minimum you should make sure the tenancy agreement clearly sets out the landlords obligations to you as his tenant. If at all possible, always rent from a landlord who has been recommended to you by friends or family.

Section Two – The Viewing

Many prospective tenants will find they are somewhat overwhelmed when viewing a property. There are so many factors to consider before even thinking about the property itself, such as the area, proximity to amenities and travelling distance from work and family.

When viewing the property it is essential to make sure you take enough time to examine both the exterior and interior of a property as closely as you possibly can. You do not have to be a qualified surveyor to identify some potential problems and hazards, follow the simple rules listed below and you will stand a far better chance of identifying these problems before you commit to the property. The key is not to allow yourself to be rushed, either by those viewing with you or the landlord or agent that is showing you around. This property could potentially be your home and a few extra minutes of checks and careful consideration is certainly worthwhile. It is always advisable to inspect the loft wherever possible, so make sure you take a torch with you.

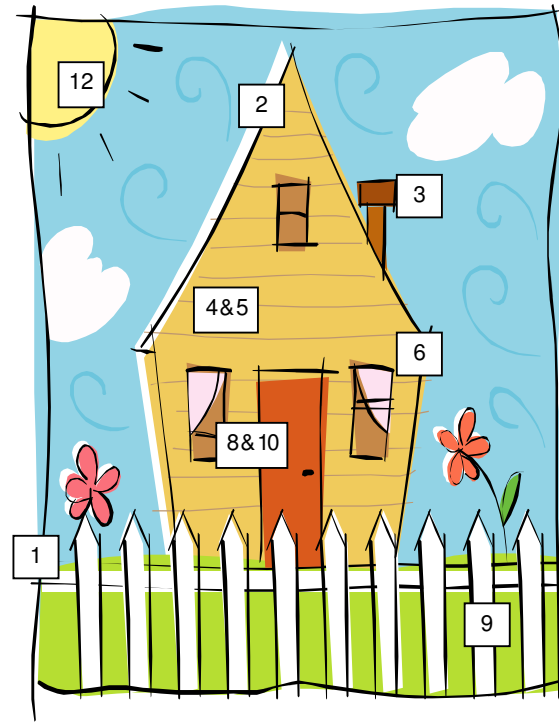
You will have a lot of information to absorb in a relatively short space of time, take a pen, paper and a copy of the agents property details (if available) with you to the appointment. It may also be beneficial to take a tape measure with you so you can measure any narrow walkways to see whether or not your furniture will fit into the rooms or through doorways. It is always advisable to view a property at least twice; you will be amazed how much you see on the second viewing that you did not see on the first.

The information below is a detailed version of the property checklist pamphlet. Read the information below and use the checklist pamphlet to prompt you when you are viewing properties.

Property Exterior Checklist

1. **Neighbouring Properties** – are they kept in good repair? Is there any evidence of vandalism?
2. **Roof** – any missing tiles? Does there appear to be a substantial sag in the roof? Can you see any raised or missing lead flashing around the chimney?
3. **Chimney** – does it lean to one side? Are there any cracks in the brickwork?
4. **Brickwork** – does it appear to need re-pointing? Are there any stepped cracks in the brickwork (this can indicate structural movement)
5. **Render** – if the property is rendered is there any bulging or fallen render?
6. **Guttering/Downpipes** – are they damaged, leaking or filled with vegetation?
7. **Essential Services** – where are the gas and electric meters? Are they card meters or quarterly meters? Is there a water meter? Where is the stop tap? Does it work? Is there a fuse box or RCD detectors?
8. **Windows** – are they in good condition? If you are viewing a property with wooden window frames press your finger firmly into the corner of the window frame below the glazing to check for rot or evidence of filler in the frames. With UPVC frames it

is always worth running your finger under the leading edge of the window sill adjacent to the brickwork to check that sealant has been applied where the window and brickwork meet.



9. **Boundary Walls and Fences** – are they stable, is there any loose brickwork? In particular, check for loose coping stones on top of boundary walls.

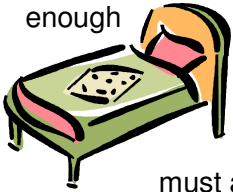
10. **Front and Rear External Doors and Frames** – are they in good repair and do they open and close smoothly? Are they secure? Check for rot to the frames and doors, particularly at ground level.
11. **Exterior Security Precautions** – such as security lights, if they are present, check they are in working order. External door 5 lever mortise locks are more secure.
12. **Lighting** – check whether or not the front of the property will be well lit at night. If not, check there is a light source that will light the entrance to the property for safety and security purposes.
13. **Dustbin** – check to see whether dustbins are provided in the area, ensure there is a dustbin for your property if one should be there.
14. **Waste pipes, Gullies & Soil Vent Pipes** – waste pipes should be secured to the property with brackets and ideally flow directly into a drain. Gullies should be clear of debris and vegetation and soil vent pipes should have a cage or cap at the top of the pipe, check for cracks or splits in the pipe.

Property Interior Checklist ~ Basic Factors to be Considered in More Than One Room

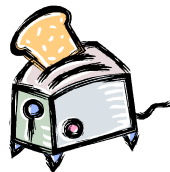
1. **Basic Property Certification** – ask to see copies of the CORGI gas certificate and the electrical safety certificate, typically labelled NICEIC or ECA. Even if these documents are provided, do not assume that the installation is satisfactory; you must still carry out basic visual checks to identify hazards that may have arisen since the safety checks were last completed.



2. **The Size of the Property** – consider whether or not the property will be big enough to accommodate your needs. If you are bringing furniture into the property, you must also check that the furniture will fit into the hallway and/or up the stairs.

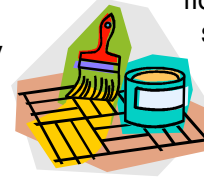


3. **What is to be Included** – if furnished, check to see how much, if any of this furniture will remain when you move in. Do not just consider major items such as chairs and suites; also ask whether or not the microwave, cutlery, kettle, toaster and so on will be staying. Also establish which of the



white goods in the property will remain.

4. **Decoration** – it is relatively easy to assess when a property was last decorated, check for marks behind furniture, impact holes in walls from door handles, heavy staining to painted surfaces, particularly in the kitchen or bathroom. Ask the Landlord or agent if the property is due to be redecorated prior to your occupation. If the décor is in fair condition, but is not to your taste, ask the Landlord or agent if you would be allowed to redecorate. Always obtain the landlord's permission in writing before commencing any decorative works.



5. **Evidence of Dampness** – check all walls for staining, mould growth, peeling wallpaper and so on. If furniture is placed against a wall, do not be afraid to move it. Furniture may be placed in such a way to disguise property defects.

6. **Flooring and Carpets** – pay attention to the actual floor of the property, not just the floor covering. Walk over as much of the floor area of the room as you can, note any sunken floorboards



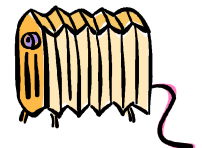
or excessive flexing. Problems with floorboards are easily covered by carpet, so the only way you will be able to assess the condition of the floor is by walking on it. Note the condition of carpets; look for excessive wear in busy areas, burn marks and/or staining, move any rugs to check they have not been placed there to disguise stains or holes in the carpet. Make sure every fault is recorded on the inventory prior to occupation.

7. **Electrical Sockets** – check condition of each and every electrical socket. If they are chipped or cracked or show signs of excessive heat they will need to be replaced as they may constitute a danger of electric shock.

8. **Light Fittings** – check that the light fittings are complete, with no visible cable core.



9. **Central Heating** – does the boiler appear to be an old model? Ask to see the service records for the boiler as every boiler should be serviced annually. Make sure the heating and hot water are switched on, listen for any worrying noises coming from the boiler, check all radiators are in

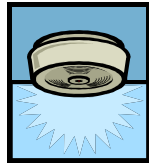


working order and that the hot water system is functional. If, when you enter the property the heating is not switched on, ask the landlord or agent to turn it on immediately. By the time you have viewed the rest of the property, you will have given the system adequate time to heat all the radiators and be able to provide hot water. Check how many radiators there are in the property, it is easy to assume there is a full central heating system, but this is not always the case. Kitchens and bathrooms are traditionally the most likely room to be lacking a radiator.



10. **Gas Fires** – check the condition of all gas fires within the property. Turn them on full to make sure all of the bars work. When looking at any gas fired appliance, including the boiler, check for any tell tale soot like marks on the appliance itself or the surrounding wall. Such staining indicates a high probability of potentially deadly carbon monoxide emissions from the appliance.
11. **Fire Prevention** – if the property has smoke alarms, heat detectors or emergency lighting fitted, check that they are all in working order. Most smoke alarms and heat detectors

have test buttons, emergency lighting should activate automatically if the

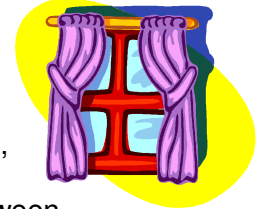


electricity supply is turned off. There should be no evidence of paint on the face of a smoke alarm or heat detector. If the property has fire doors fitted, make sure each fire door is fitted with a self-closing device, such as an overhead armed hinge system, and that the door closes freely and fully to the catch. Both smoke and heat seals may be fitted to the door frame or to the edges of the door itself, depending on local authority standards and regulations. In any circumstance, the seals should be present all around the door or frame and should be free from paint.



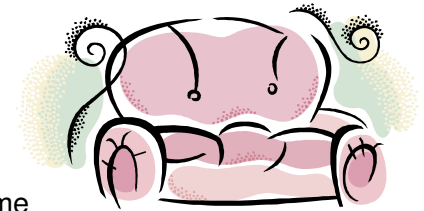
12. **Ventilation** – ensure all rooms have adequate ventilation, be it through opening windows or mechanical devices such as extractor fans. Check that all windows open and that all extractor fans work.
13. **Windows** – windows appear on both the interior and exterior property checklists for the simple reason that rot can affect windows both

externally and internally. As with the exterior of the window frames, press your finger firmly into the area of the frame just below the glass, particularly in the corners, to find evidence of rot. If the windows are double glazed, check for condensation between the glazed panels. If there is condensation present, the seal has been compromised and a new glazed unit will be required. If you are happy to accept the window in this condition, make sure it is mentioned on the inventory. If the windows are lockable, check that keys are available.



14. **Furniture** – all soft furnishings within the property should have the British Standard Institution Kitemark on a label to prove the furniture is fire resistant. The label is usually located

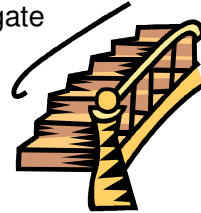
on the frame of the chair or settee underneath the cushions; it is a legal requirement that all soft furnishings are resistant to fire.



Property Checklist – Room by Room

Hallway/Stairs/Landing

1. **Stairs** – walk up the stairs slowly, making sure you put your full weight on each step. Check to see whether or not you can feel the stairs flex, particularly on the treads. Stairs in poor repair are very dangerous and you should investigate further if you have any doubts whatsoever.



2. **Handrail/Bannister** – typically a handrail will have three fixings on the wall, pull yourself up the stairs, making the handrail take your weight – are the fixings secure and is there an adequate number? Banisters must also be checked for stability in the same way, but also look for missing or loose spindles on the stairs or landing. If you have a young family, bear in mind that each spindle is usually placed at roughly four inch centres, if only one spindle is missing or loose this could leave a dangerous eight inch gap in the protection from falling that spindles afford.

3. **Lighting** – check whether the lighting is sufficient to light the hall, stairs and landing. Also note the location of the light fittings, are they readily accessible when the time comes to change the bulbs?



4. **Loft and Loft Hatch** – in some terraced or semi-detached properties, particularly older ones, there is no firewall between properties. It is worth going into the loft to check whether or not the loft space is secure and no access to your loft can be gained from your neighbour's loft. Check the amount of loft insulation that has been fitted. The basic rule is the thicker the insulation, the better. Insulation less than four inches thick will allow a great deal of heat loss and will therefore increase your energy bills. Also check the loft for any signs of infestation – droppings, wasp nests and so on.

Kitchen

1. **The Kitchen Layout** – observe the location of the kitchen facilities in relation to any internal or final exit doors within the room. Bear in mind, particularly if you have a larger family, small children, or another room off the kitchen such as a bathroom, that the kitchen could be a very busy room. A large proportion of household accidents occur in the kitchen and the room layout could well present unnecessary dangers. Ask yourself what would happen if the kitchen door was opened quickly and unexpectedly – could there potentially be an accident if someone was cooking or boiling a kettle for example.



2. **Worktops** – inspect the worktops closely; look for burn marks, chips, grazes and bubbled laminate that would compromise the hygiene of the food preparation area. Put your hand under the leading edge of the worktops and try to lift them, if they move they are incorrectly installed and may present a falling hazard. Move any electrical goods or coasters that are on the worktop, they may have been placed there to disguise burns or scratches. Imagine yourself preparing a meal in the room – is there enough worktop space, particularly next to the cooker, and is the entire worktop readily accessible?
3. **Flooring** – the basic rule here is the same as for the worktops. Are they hygienic; if there is a vinyl floor are there any rips that could result in tripping while carrying hot pans or kettles?
4. **Wall & Base Units** – open the doors to every wall unit, base unit & drawer in turn. Check to see if they are readily



cleansable; look out for any evidence of infestation such as droppings or insect eggs. Pay particular attention to the cupboard under the sink, turn the cold tap on full when you open the cupboard door and feel around the sink waste and plumbing for any leaks. In most cases, the plumbing for the washing machine is located under the sink or close

by, check that there is both a hot and a cold feed for the washing machine and also feel around this pipe work to check for leaks. The cupboard under the sink is often the dirtiest, so check carefully for water stains or signs of infestation.

5. **Silicone Seals and Splash Backs** – check the silicone seals and splash back tiles, are any of the tiles loose, does the sealant appear to be mouldy or incomplete?

Any of these factors could seriously compromise the hygiene of the room, so careful attention must be paid to every detail.



6. **Kitchen Sink** – is it clean? Is there a plug & chain fitted? Is it damaged in any way? Run the cold water and see how quickly it drains away, the longer it takes, the greater the chance of a problem with the plumbing or drainage.

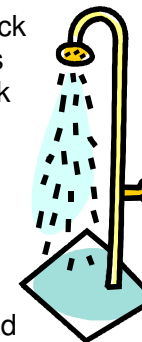
7. **Cooker** – if the cooker is included with the property, make sure it is completely functional. If the cooker is gas fired, details of inspection should appear on the CORGI gas certificate the Landlord is obliged to show you on request. Turn on all the hob rings, grill and oven to make sure they are working properly.



8. **Ventilation** – make sure that condensation is not excessive and that there is no mould growth present.

Bathroom

1. **The Bath or Shower** – if the bath is plastic check for any cracks or splits in the bath. If the bath is cast iron, check the enamelling on the bath, look for missing or raised enamel. Check the bath panel carefully for cracks and splits; if any are found, ensure they are mentioned on the inventory before you sign. Turn taps on; make sure the water drains away, a plug is provided and that it fits. If a shower is fitted, check that it is fully operable and look for evidence of mould growth on the shower curtain or enclosure.



2. **The Wash Hand Basin** – as with the bath, check for cracks or scratches; check the taps and the plug. By applying a little pressure, try to move the sink sideways. This will establish whether or not the fixings are secure.

3. **The WC** – check the WC flushes correctly and check for staining, scaling or cracks in the pan and general hygiene.



4. **Splash Back Tiling and Silicone Seals** – check all seals and tiles, particularly in areas where water ingress is most likely, such as over the bath, between the shower tray and splash back tiling and over the wash hand basin. Check for cracked/loose tiles and poor silicone sealant that is incomplete or ill fitting.
5. **Bathroom Walls** – as the bathroom is the room in the house which suffers the highest humidity, check the walls carefully for evidence of mould growth, loose plaster or flaking paintwork.
6. **Pipe Work** – run your fingers over visible pipe work to check for any leaks.
7. **Ventilation** – make sure that condensation is not excessive and that there is no mould growth present.

Renting a Room In a House In Multiple Occupation (HMO)

If you rent a property with more than one person who is unrelated to you and share a common facility, such as a kitchen or bathroom, then you probably live in an HMO. If you are considering living in an HMO, check how many people will be living with you and what facilities are provided. An HMO will not meet the minimum legal requirement if more than six people share a kitchen or a bathroom.

If you live in an HMO, the property may require an HMO licence. The person responsible for the property, usually the landlord, pays a fee to the local authority to receive the licence which typically lasts for five years. Some properties are exempt from HMO licensing; these include some properties owned by groups such as universities, the police and fire services. Under the terms of the licence, the landlord has a responsibility to make sure the property is free from severe and/or dangerous defects.

The local council has the power to impose conditions on the property, such as number of occupants, remedy of certain defects and so on. The local council will also check that the property is managed properly and the correct facilities are provided. In order for a property to be granted a licence, the following conditions must be met:

- the HMO is reasonably suitable for occupation by the number of occupants allowed under the licence
- the licence holder is a 'fit and proper person' this involves disclosure of the license applicants past, including criminal records, associates and known occurrences of poor property management or non compliance with legal requirements

- if there is a manager for the property, they too must be a 'fit and proper person'
- management of the property is handled in a satisfactory manner by competent individuals.

Not all HMOs require a licence. The basic rule is that a property must meet **ALL** of the following criteria to be classed as a licensable HMO.

1. The property must comprise three or more storeys
2. There must be five or more people resident at the property comprising two or more households
3. The occupants of the property must share one or more facilities, such as a kitchen or bathroom

Whether the HMO is licensable or not, the landlord will have a duty to comply with all relevant legislation. As a tenant, you have the right to contact your local council regarding any serious or potentially serious hazard within the property. Equally, if you feel that the HMO in which you live fulfils all of the conditions set out above to make the property licensable, but the landlord does not have a licence or refuses to allow you to see a copy, then you can contact your local council for further advice and guidance. If the council suspects that a property is an unlicensed HMO, they can inspect the property without giving notice to the landlord. If the landlord is found guilty of this offence, he or she could face a large fine.

Section Three – The Tenancy Agreement

There are many potential pitfalls within some tenancy agreements, but a little knowledge will go a long way to making sure you avoid them. As with the viewing, never allow yourself to be rushed. You are making a large financial commitment and you should always bear that in mind.

In September 2005, the Office of Fair Trading published a document called 'Guidance on Unfair Terms in Tenancy Agreements'. Annex B of this document details several examples of clauses that have been found in tenancy agreements. The Office of Fair Trading also set out its policy in regard to jargon within tenancy agreements in paragraph 5.4 of the document reproduced below.

“Many tenants are unlikely to be familiar with the legalistic language frequently used in tenancy agreements. They may not understand or be aware of the potentially onerous implications of more straightforward technicalities, such as references to 'indemnity'. We object to jargon in all its forms. That includes legal jargon unless there is a clear explanation of the meaning of the phrase. We would challenge commonly used jargon such as 'joint and several liability', 'lien', 'time is of the essence', 'indemnify', 'liquidated damages', 'determine', 'demised', 'vitiates', 'void or voidable' or 'estopped' unless there is a clear explanation alongside. This particularly applies to references to joint and several liability because tenants and their guarantors are unlikely to understand the scope of this liability without a full explanation of the obligations involved.”

Where the words 'joint and several' appear in the text, this means that each tenant is jointly and separately liable for any outstanding rent or liabilities that fall on the tenant such as non-payment of bills, damage to the property and so on. In other words, if one tenant causes damage to the property, does not pay their rent or their share of the bills, then the remaining tenants are liable for the outstanding monies as well as the tenant that caused the issues in the first instance.

The tenancy agreement should clearly set out tenant and landlord responsibilities and no tenancy agreement can transfer legal obligations from the landlord to the tenant or the other way round. For example, a tenancy agreement cannot make a tenant responsible for the completion of, or payment for, the annual CORGI gas inspection, as legally this is the responsibility of the landlord or his representatives.

Examples of actual clauses found by the Office of Fair Trading are given below.

“If the rent shall be 14 days in arrears then the full amount to the end of the tenancy shall become due”

In this case, the Office of Fair Trading deleted the clause in the agreement.

The statement below is a good example of the use of jargon that can be found in tenancy agreements.

“To repay to the landlord on an indemnity basis within seven days of being demanded and as additional rent in all costs incurred by the landlord in or in contemplation of any proceedings by the landlord arising from any breach by the tenant of the obligations herein contained (whether or not the same shall proceed to court and whether or not the tenant shall be entitled to relief there from by order of the court).”

The Office of Fair Trading decided in this case that the clause could potentially lead to unfair legal costs being incurred by the tenant. The Office of Fair Trading reworded and amended the clause as follows.

“To pay, unless a court orders otherwise, the landlords reasonable legal costs and expenses (including VAT) properly incurred by enforcing this agreement.”

Several more examples and analysis of such clauses, covering a variety of topics found within tenancy agreements, are included within the Office of Fair Trading guidance. The web link to the Office of Fair Trading guidance can be found in the useful web links section of this document.

You can get copies of OFT publications can be acquired from the OFT mailing house on 0870 60 60 321 or by visiting their website at www.oft.gov.uk . The OFT consumer helpline number is 08457 22 44 99

General Rules for the Tenancy Agreement

1. The agreement must be clearly written and free of unnecessary jargon.
2. Check the type of tenancy – usually they are short term assured tenancies, typically running for six or twelve months.
3. Once signed, the tenancy agreement is a binding legal contract and the tenant is liable for the remaining rent if they leave the property before the end of the agreement unless the contract permits otherwise.

General Information that Should be Contained Within the Tenancy Agreement

The tenancy agreement should contain the following information. Make sure this is the case before you sign.

1. The landlords name.
2. The tenants name.
3. Address of the property to be let.
4. Duration of the tenancy.
5. Amount of rent payable.
6. Date rent is payable.
7. How the rent is to be paid.
8. Who is liable to pay gas, electric, water and council tax bills.
9. Amount of deposit payable.
10. How and when deposit is to be paid.

Always make sure you are given a copy of the tenancy agreement as you will need to refer to it in the future.

Section Four – The Inventory

The inventory is an essential part of your agreement with the landlord. You will probably be paying a deposit and it is the inventory that will decide how much of that deposit is returned to you at the end of the tenancy. It is now that your attention to detail at the viewing will pay dividends.

If the landlord has provided an inventory, check that it is accurate. Make sure that every item you noted on the viewing is listed and that the condition of the items listed is also recorded. Where appliances such as cookers are part of the inventory, ensure that the brand name, model number and even serial number if possible, are listed on the inventory.

If possible, take photographs of the property, paying particular attention to defects that the landlord may not have previously noticed or recorded. If possible, ask the landlord or his representative to sign and date these photographs and to confirm in writing that they accurately reflect the condition of the property at the commencement of your tenancy.

Check to see that the landlord or the previous tenant has left the instruction manuals for all the appliances in the property. You should have a manual for the central heating boiler, cooker, washing machine, dishwasher, microwave and burglar alarm system if the appliances are present. Make sure you know how to use each and every appliance within the property as any inadvertent damage is your responsibility.

Section Five – Landlord Duties And Responsibilities

This section deals with the legal requirements of a landlord relating to the property, the rent and the tenant.

Relating to the Property

Section 11 of the Landlord and Tenant Act 1985 makes the landlord responsible for the good repair and proper working order of the structure, exterior and installations within the property, whether or not it is stated in the tenancy agreement. This definition includes, but is not limited to, the following:

- walls, floors, windows and roof
- heating installations
- water, gas and electricity supply
- basins, sinks, baths and toilets

However, the landlord is only legally responsible for a repair once he has been made aware of it. It is therefore advisable to report defects in writing and keep copies of any correspondence. Within the correspondence, a tenant should explain the nature of the problem and when it was first noticed. Be sure to include as many contact numbers as possible, make yourself available for the landlord or contractors to visit the property to assess the damage and allow a reasonable timescale for repairs to take place, typically one to three days for major repairs and up to a month for minor repairs.

Where a tenant is having serious problems with their landlord, the local council has the authority to prosecute the landlord under the provisions of the Landlord and Tenant Act 1985. The council may also be able to offer assistance where a tenant has been denied a basic service by their landlord, such as cutting off the electricity

supply, or if you are subject to an unlawful eviction or harassment, see 'types of eviction' below. In these circumstances you should seek advice for your own unique situation. Speak to your local Housing Officer for further guidance.

Relating to the Rent

1. A landlord must always inform tenants how and when rent is to be paid
2. A landlord cannot refuse to accept rent
3. Rent levels can be increased if it is provided for in the tenancy agreement
4. If rent is to be paid weekly, a rent book must be provided

Relating to the Tenant

Section one of the Landlord & Tenant Act 1985

1. A tenant can request, and must be given, the name and address of their landlord. The request should be made in writing to the landlord or his representatives. Following receipt of the request, the landlord or his representative must reply to the request within 21 days.
2. A landlord or his representative must give reasonable notice (usually 24 hours) of any visit to the property. A tenant can request that a landlord desists from entering the property without the permission of the tenant. If the landlord persists, there may be a case for harassment charges to be brought against the landlord.
3. A landlord cannot neglect the tenant's property
4. The landlord cannot threaten or offer money to a tenant as an incentive to leave the property.
5. The gas, water and electricity supplies cannot be turned off by the landlord.

6. A landlord cannot allow one tenant to threaten another.
7. A landlord cannot prevent tenant's friends from visiting the property.

Eviction

If you ever find yourself in the unfortunate situation of eviction, the information below details the types of eviction you may face.

Mandatory

To allow the landlord to opt for a mandatory eviction one or more of the following circumstances must occur...

1. The owner of the property has been declared bankrupt and his assets are being sold.
2. The owner of the house wishes to return to live in the property.
3. The tenant is more than two months in rental arrears.
4. The tenant refuses to allow or delays vital maintenance work to the property.

Discretionary

Discretionary evictions involve the courts. A court order can be given for eviction under one or more of the following circumstances...

1. The tenant has broken the terms of the contract.
2. The tenant lied about their personal circumstances while applying for the tenancy such as false name or criminal record
3. Consistent late payments of rent.
4. Unemployment (provided the tenancy agreement stated that being employed was a condition of the tenancy)

Section Six - Tenant Responsibilities

When renting a property the responsibility is not just on the landlord. As a tenant you must play your part in ensuring the relationship between you and your landlord is as amiable as possible. A landlord is far more likely to act on requests for repairs if he considers you to be a good tenant. He is also far less likely to want to evict you from the property as he will be confident that you can and will pay the rent and that you are keeping his property in good repair. Simple guidelines are set out below.

General:

1. Make sure that you have read and understand the tenancy agreement in its entirety.
2. Abide by all the terms and conditions contained within the tenancy agreement.
3. Be courteous to the landlord and to fellow tenants.
4. Carry out day to day maintenance to the property as required.
5. Respond to the landlord's requests timely and courteously.

Commencement of tenancy

1. Provide authentic references.
2. Contact all relevant utility companies to register supplies in your name if applicable.
3. Make sure your information has been submitted to the relevant council tax authority, or details of your exemption have been provided if applicable.
4. Inspect the dwelling and check the inventory is correct.
5. Promptly inform the landlord of any inaccuracies or damage.

During the tenancy

1. Make sure you abide by all anti-social behaviour laws and do not create a nuisance, excessive noise for example.
2. Allow the landlord reasonable time to carry out repairs.

3. Promptly clear any blocked drains that occur as a result of misuse of the drainage system.

Looking after the property

1. Provide access to the property for the landlord or his representative if a reasonable period of notice (typically 24 hours) has been given.
2. Maintain good standards of cleanliness and hygiene
3. Replace used or broken light bulbs.
4. Clean external rainwater goods and gullies.
5. Inform the landlord of defects as promptly as possible.
6. If you have pets, make sure that the landlord is aware and that they are allowed under the terms of the tenancy agreement.
7. Keep gardens/yard in a clean and tidy condition.
8. Store refuse in a hygienic manner, and dispose of it promptly and correctly.
9. Ensure the property is always kept secure.

Safety

1. Gas and electrical appliances should be used in accordance with manufacturers' instructions and only used for their intended purpose.
2. Follow all instructions in regard to fire safety.
3. Do not wedge fire doors open.
4. Keep routes of escape free from debris.
5. Do not interfere with, modify or remove any of the equipment in the property that provides, or is related to, fire safety.
6. Change batteries in smoke detectors as required.
7. Take reasonable precautions when using candles, naked flames etc.
8. Do not take any item into the property that may constitute a fire hazard.

End of the tenancy

1. Give the required notice, specified in the tenancy agreement, to the landlord that you wish to end your tenancy
2. Return all keys
3. Leave the property clean, free from debris, refuse and so on.
4. Fair wear and tear accepted, leave the property in the same condition as when you first occupied it.
5. Make suitable arrangements for forwarding your post.
6. Settle all accounts and provide final readings to utility companies if applicable

Section Seven – Useful Web Links

Agent Accreditation

Association of Residential Letting Agents ARLA
www.arla.co.uk

National Association of Estate Agents NAEA
<http://www.naea.co.uk/>

Ombudsman for Estate Agents OEA
<http://www.oea.co.uk/>

The National Approved Letting Scheme NALS
<http://www.nalscheme.co.uk/>

The Royal Institution of Chartered Surveyors RICS
<http://www.rics.org/>

Legal

Housing Act Information and updates
www.housing.odpm.gov.uk/

Further Information

Decent & Safe Homes East Midlands
<http://www.eastmidlandsdash.org.uk/>

National Union of Students
<http://www.nusonline.co.uk/>

OFT Guidance on Unfair Terms in Tenancy Agreements

<http://www.offt.gov.uk/NR/rdonlyres/DAAEFE58-1AAB-422A-AFED-BDE6C654A4EE/0/oft356.pdf>

Links to web sites from this document

The inclusion of a link to another organisation's web site from this document does NOT constitute a recommendation or endorsement of that organisation or its web site by DASH. We cannot guarantee that these links will be available and we have no control over the content provided by or the availability of the linked pages. We cannot guarantee that the web site will meet accessibility standards.



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www.TheSite.org

www.letlink.co.uk

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