

Housing Rights

This guide is a brief overview of issues you need to consider when moving into private sector accommodation. It is not about issues related to University accommodation, for this see Student Welfare Guide: 'Halls of Residence'

Where do I look for accommodation?

The University's Accommodation Service website gives details of accommodation from private landlords including short-stay, house-shares and lodgings. Visit: unihub.mdx.ac.uk/campus/accommodation

You can also try local estate agents and property search websites.

Will accommodation agencies or estate agents charge me fees?

Since the 1st June 2019, the only payments that landlords or letting agents can charge to tenants in relation to new contracts are:

- rent
- a refundable tenancy deposit capped at no more than 5 weeks' rent where the total annual rent is less than £50,000, or 6 weeks' rent where the total annual rent is £50,000 or above
- a refundable holding deposit (to reserve a property) capped at no more than 1 week's rent
- payments associated with early termination of tenancy, when requested by the tenant
- payments capped at £50 (or reasonable incurred costs, if higher) for the variation assignment or novation

What should I consider when looking for a place?

Think about size and condition, transport to your campus, amenities, rent, and the duration of the tenancy.

What should I look out for before agreeing to a tenancy?

Before you sign the tenancy it is important that you are aware of the terms, such as the duration, the rent, the deposit and how you can terminate the contract. If you find repair work that must be undertaken before you occupy the property, confirm this in writing and insist that the agreement will be subject to the work being completed by a given date.

All properties with gas appliances and/or gas central heating **must** have a gas safety certificate. They are also required to have electricity safety certificates; you should be given a copy. Also, furniture must comply with furniture regulations. Look for the safety labels.

Do I need the tenancy in writing?

An agreement can be verbal, but it is beneficial to have a written agreement in case of a later dispute. All agreements have implied rights i.e. the right to quiet enjoyment, repairs, and protection from summary eviction and harassment, and you should also know the name and address of your landlord.

If you sign one agreement between several people then you will be "jointly and severally liable" for rent, i.e. if one tenant leaves without consent from the landlord, then the remaining tenants will be jointly and severally liable for the whole of the rent.

What is a deposit for?

You will probably be asked for a returnable deposit to cover any damage and any unpaid rent or bills that may occur during the tenancy period. Prior to moving in, if the landlord doesn't provide an inventory of the household contents, you should compile your own and get an independent witness to verify the details; you should also note any existing damage to furniture, fixtures and fittings and give the landlord a copy.

When you pay your deposit the landlord is legally obliged to pay the deposit into a government-authorised **Tenancy Deposit Schemes**. This is to ensure that your money is protected or should there be any dispute about repaying the deposit at the end of your tenancy, this will be easier to resolve.

The landlord is required to give you details about which scheme they are using within 30 days of signing the tenancy agreement. If your landlord refuses to comply, the courts will be able to order them to give your deposit back, pay it into an appropriate scheme, and/or pay you three times its value. To find out more about the scheme visit: www.mydeposits.co.uk/tenants

What if the landlord unreasonably refuses to return my deposit at the end of the tenancy?

The circumstances where a landlord can legally hold a deposit should be made clear in the tenancy agreement. Generally, it is there to cover any damage to the property **excluding** 'fair wear or tear'. If you have not received your

deposit within ten days of terminating your tenancy you should contact the deposit scheme provider, as they may pay you your agreed deposit if your landlord unreasonably refuses to do so. Seek advice if you have problems.

What notice should the landlord give if they want access to the property?

Unless it is an emergency situation, the landlord or agent should give at least 24 hours notice of their requirement to enter the property. Their agent should then come at reasonable times of the day. Failure to do this is a breach of your right to quiet enjoyment of the property, so you may need to seek advice.

When can the landlord increase the rent?

This can depend on the type of tenancy you have. Check the tenancy agreement or seek advice if you are concerned about rent increases during a tenancy period.

What if I am unhappy with the state of disrepair in the property?

Your tenancy agreement will normally set out the rights and responsibilities of the parties and may cover the procedure for getting repairs done. Generally, the landlord is not responsible for damage caused by you, but housing law does obligate them to repair the fixtures and fittings within a reasonable time once he has had notice of the damage. Therefore, notify the landlord in writing and keep copies. If the problems are ignored seek advice, as your rights may have been violated. In serious cases your Local Authority may get involved. For more information about disrepair and safety issues see: http://england.shelter.org.uk/get_advice/repairs_and_bad_conditions or telephone 0808 800 444

What if I want to move out before the tenancy comes to an end?

If you have a fixed-term tenancy you will need to check the agreement for a 'break clause', which will specify the conditions under which you may leave early. If there is no break clause then you will need the permission of the landlord to avoid being contractually obliged to pay the rent for the remaining fixed term. If there is no fixed term, then before leaving you must give the landlord at least 28 days notice in writing. If you pay rent weekly at least 4 weeks notice is required and at least a month if you pay monthly.

What if the landlord wants me out?

When and how a landlord can legally ask you to leave will greatly depend on the type of tenancy you have. If you face eviction, seek advice immediately and don't forget to bring along a copy of any agreement you have.

Most local authorities have tenancy relations' officers, or a housing advice team which help in these situations, so contact them immediately. Alternatively contact your local Citizen Advice or the Legal Advice Clinic at Middlesex University.

Do I have to pay Council Tax?

Full-time students do not usually have to pay Council Tax if they live with other full-time students. But you must apply for a **Council Tax Exemption Certificate** via MyUniHub – My Admin and Finances and send it to your Local Authority. Full-time students who live alone should also apply for the exemption certificate mentioned above. In addition, some Local Authorities may also require you to complete their own student exemption application form.

The rules surrounding Council Tax are complicated. For more detailed information see **Welfare Advice Guide: Council Tax** or seek advice.

University Accommodation Service

MDX Accommodation Team: 020 8411 6121

Email: accomm@mdx.ac.uk

Private Rented Accommodation Office: 020 8411 5068

Email: pra@mdx.ac.uk

Other useful links:

www.shelter.org.uk www.cab.org.uk

Contact the Middlesex University Student Welfare Advice Team on 020 8411 3008 between 11am - 1pm and 2pm - 4pm Mon to Fri, or submit an enquiry at <https://unihub.mdx.ac.uk/support/unihelp> (use the subject Student Welfare Advice in the enquiry) You can access all of our other Welfare Advice Guides at: unihub.mdx.ac.uk/welfare-guides

Middlesex University Student Welfare Advice Team have made every effort to ensure that the information contained in this leaflet is accurate. Middlesex University however, cannot be held responsible for any omissions or errors. This publication can only be a guide and is not intended to replace the complex and diverse legislation covered. Statutes and regulations may change during the year without notice. If in doubt seek independent advice.

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