



Housing Contracts (Tenancy Agreements) – what you need to know

When you agree to rent a property from a landlord, you will enter into a housing contract, usually known as a tenancy agreement.

There are different types of housing contract, but most students will be asked to sign a written, fixed term, Assured Shorthold tenancy agreement.

This leaflet outlines some of the key information you should look for and be aware of before you sign a tenancy agreement.

The Student Advice Centre advisers can check tenancy agreements for you before you sign; contact us if you would like this service: advicecentre@shu.ac.uk

Things to check before you sign

Signing a tenancy agreement is **not** like buying a new item of clothing. You can't just give it back and ask for a refund if you change your mind. It is more like taking out a new contract for a mobile phone – you are tied into the agreement for the full period you sign up for.

Therefore, before you sign, be sure that the property, the location and, if relevant, your housemates, meet all your requirements, and that you will be able to afford the rent and your other costs for the whole period. Read our House Hunting Guides for more hints and tips on what to look for in a property and read all the information about the legal aspects of tenancy agreements below.

Look into the legal aspects of renting

What are your landlord's responsibilities and what are yours? Check out the following websites for more information:

<http://www.communities.gov.uk/publications/housing/assuredassuredtenants>

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

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

View the property

You are considering signing a legally binding agreement to pay a lot of money for somewhere that will be your home for a long period of time. Make sure that you – or, if necessary, someone you trust – views the property in person. A video will only show you the good bits!



Look at reviews

The Student Advice Centre and the University Accommodation Service are part of a partnership scheme called Snug. The University only advertises Snug accredited properties. These are properties that have been inspected by Sheffield City Council and meet certain standards both in terms of the property and landlord behaviour. See the Student Advice Centre website and our House Hunting Guide for more information about the Snug scheme.

Whether the property you are interested in is Snug accredited or not, it is vital that you carry out a search for the landlord/agent and the property to see if there are any negative review or feedback, which might help with your decision. Google reviews and accommodation websites/forums may have reviews for you to look over.

Ask for all "promises" of work (e.g. repairs) to be put in writing, specifying deadlines by which they will be done.

If the landlord is not willing to do this **Don't sign!**

Negotiate

Although the academic year runs for about nine months, you may be asked to commit to a 12 month tenancy agreement. You could use this point to negotiate a reduced rate of rent while you aren't occupying the property.

Ask the landlord/ letting agent if you want any amendments made to the contract if you are not happy with it.

Ask questions

Ask as many questions as you can about the property. Be direct and specific (e.g. 'Is this a one bedroomed self-contained flat, with my own bathroom and kitchen?' is more specific than 'is this a private flat'). If you are shown a video of the property, whether live or recorded, ask questions about anything you spot or are unsure of. Don't agree to or sign anything unless you are satisfied you have received the answers you need. We strongly recommend viewing the property in person, but if you are unable to do so and still want to sign an agreement to rent the property, it is important to get answers to your questions, and preferably in writing.

Do not pay any money before you sign the agreement

No monies for Tenancy deposits or rent should be demanded prior to the signing and exchange of any tenancy agreement.



Holding deposits can be accepted providing they are capped at one weeks' rent and are refundable if the landlord withdraws. You should ask for a receipt stating clearly what this money is for and the grounds for a refund.

Never sign anything you don't understand

Ask the landlord if you can have a copy of the tenancy agreement to get it checked before you sign. If they are a good landlord, this should be acceptable to them. Under the Snug scheme, landlords have agreed to allow their tenants time to do this. Read the contract fully and make a note of anything you don't understand, then contact the Student Advice Centre to get it checked.

Understanding Housing Contracts (Tenancies)

Joint Tenancies

If a group of you are renting a property together and you are all named on the contract, it is likely that you will have what is called a joint tenancy.

A joint tenancy means that you are each liable for the whole rent of the premises and for any other obligations under the tenancy.

For example: There is a group of four tenants on a joint tenancy for 9 months and one tenant decides to leave in the sixth month because they are fed up that no one else does any cleaning. Each joint tenant was paying an equal share of the rent. In this case, the landlord is entitled to collect the shortfall in rent from any or all of the remaining tenants or their guarantors. These remaining tenants may subsequently be able to recover this money from the missing tenant.

In the above circumstances, the best solution is for the leaving tenant to find someone to replace them. More information is available in our self-help guide on leaving a tenancy early.

Not all joint tenancies have an equal share of the rent; some rooms may cost more or less depending on the size. If you are unsure about what you are being charged for a room in a shared house compared to the others, please have the contract checked with the Student Advice Centre.

Sole (Individual) Tenancies

You may have a sole tenancy of a studio or private flat. If this is the case, the agreement is between you and the landlord/agent. You and your guarantor, if you have one, will be solely liable for any rent arrears or damages.



Sometimes a group of tenants can have individual tenancies of their rooms, even though they are sharing a property. This means that you are only liable for the rent for your room but have access to all the joint facilities of the property (i.e. bathroom, kitchen etc.).

The disadvantages of this agreement are that:

- If someone leaves, you do not have any say over who the leaving tenant or the landlord finds to replace them
- You can still have claims made against you for damages to the common parts of the property, unless the person responsible is identified
- You may have to pay a separate licence fee for each TV in the house.

Essential parts of a tenancy agreement

A tenancy agreement should contain the following essential information:

a. Name and contact details of landlord/agent

Section 48 of the Landlord and Tenant Act 1987 requires that the tenant is provided with an address where notices may be served on the landlord. If the information is not provided on the tenancy agreement, ask for the information in writing.

Under sections 1&2 of the above Act, a letting agent (and a landlord) has 21 days in which to provide the landlord's name and address when requested in writing from the tenant. Failure to provide this information without reasonable excuse can lead to prosecution by the local authority and a fine of up to £2,500 in the Magistrates' Court.

Address means the landlord's place of residence or place of business or, in the case of a company, its registered office.

b. All the tenants' names

c. Length of agreement (the fixed term)

For example: A Fixed term of XX months/weeks starting on DD MM YY to DD MM YY

Unless the contract contains a 'break clause' then neither party can get out of the fixed term before it ends, unless it is agreed between you and the landlord. Please see the Students' Union Advice Centre's self-help guide on leaving a tenancy early for more information.

d. Address of property being rented



If you do not have a 'joint' contract, it is important that the contract should clearly state which room you are renting, e.g. "the ground floor bedroom plus use of the communal areas" (if it doesn't show this, then ask for it to be added to the contract).

e. Landlord's obligations

Carry out repairs for which liability is imposed under Section 11 of the Landlord and Tenant Act 1985

A landlord is legally required to carry out repairs on the structure of the property as well as the plumbing, sanitary conveniences and installations such as electrical wiring and gas piping.

Allow the tenants to quietly possess and enjoy the property without unnecessary or unwarranted interference.

Quiet enjoyment is one of the fundamental terms of a tenancy; you have the right to live undisturbed in your home. Your landlord/agent must legally give you at least 24 hours' notice of any visits to your property.

f. The Tenants' obligations

Looking after the property

The contract will state that furnishings and fittings should not be removed, damaged or altered.

Any disrepair should be reported to the landlord, as they are not legally obliged to carry out the repairs until they have been notified of them.

Tenants are expected to carry out minor repairs such as changing a light bulb, etc.

Noise and nuisance

Most contracts will have a clause prohibiting excessive noise especially between 11pm and 7am.

Permitting access to the Landlord

You may have to allow your landlord/agent/ workmen to enter the property to carry out repairs, show prospective tenants round or to inspect the house. However, this should be at reasonable hours and with at least 24 hours' notice (except in emergencies).

Other Clauses

A contract is a record of agreement made between you and your landlord, which means you can ask your landlord to add or delete clauses. However, the contract **cannot override your statutory rights**, even if it is written in the contract. Clauses which are too prescriptive (e.g. preventing overnight stays by guests or you must Hoover up 3 times a week) are likely to be 'unfair terms' and are unlikely to be enforceable in a court of law.



g. Amount of rent and how it is to be paid

For example: £ per mth/term payable on xxxx date

Many students pay their rent termly in line with when they receive their student funding; however, you could ask to pay your rent on a monthly basis if it suits you better.

h. Deposit

If you have an Assured Shorthold Tenancy (most students do) your deposit must be secured in a tenancy deposit scheme. Your landlord legally has to secure your deposit within 30 days of receiving it and they must provide you with details of the scheme it is secured in (this is also known as "prescribed information"). If your deposit is not protected, and/or you haven't received the prescribed information, then you can apply to court for compensation of between 1 and 3 times the amount of your deposit.

i. Guarantors

Some landlords may ask you to provide the name and address of a guarantor. Providing a guarantor can be the difference between being accepted as a tenant in some cases.

Guarantors can be liable for rent arrears, damages to the property or any other financial loss incurred by the landlord due to the actions or inactions of the tenant. In the case of joint tenancies, guarantors can be liable for the arrears/damages of other tenants.

It is very important to check any of the terms that are set out for a guarantor before signing the agreement.

Students considering Halls accommodation allocated by the University can opt to pay for guarantor cover through an insurance premium. Students will receive the guarantor insurance information with their room offer.

j. Signed by ALL tenants and landlord (or agent for landlord)

All tenants' names need to be on the agreement and each tenant should sign it. This is very important, especially if you are signing the contract a long time before the start of the tenancy, in case someone later decides not to move into the property.

The Landlord:

Generally, this is the person who owns the property. However, your landlord may not always be the owner, especially if the property is being sublet, or you are lodging with someone else who is renting.



You can find out who the owner is by doing a search on the Land Registry. It costs £3 to carry out a search and is well worth the money. Go to www.landregistry.gov.uk then click on 'find a property'. From this you can also find out if the property has a mortgage on it. Ask if the mortgage company know about the tenancy.

The Letting Agent:

Usually this is the person who has found the tenants on the landlord's behalf.

They may also:

- Collect rent
- Arrange repairs
- Take and repay the deposit.

How much they are involved depends on the agreement they have with the landlord.

Any letting agency or property management agency that is not exempt must belong to a government-approved redress scheme. The schemes are:

- [The Property Ombudsman](#)
- [Property Redress Scheme](#)

You could find out which scheme they are a member of. This should be on their website and on display in their office as part of the scheme's rules. Failure to adhere to the rules can lead to a fine.

The schemes act as an Ombudsman and oversee complaints against agents, after their own complaints process has been exhausted.

Remember: The letting agent works for the landlord NOT for the tenants.

Housing Contracts - Definition of Terms

Tenancy agreements will feature a variety of words that may at first seem very confusing.

Below are some of the most common terms, along with brief definitions – if you are unsure about anything please seek further advice from the Student Advice Centre.

Term	Definition
Alterations	Physical changes to a property
Arrears	Rent payments lawfully due that have not been paid

Housing



Assignment	The disposal or transfer of a tenancy to another person.
Assign	To transfer one's rights, interest or title in a property to another person
Assured Shorthold Tenancy	A form of Agreement that does not guarantee long term security but allows the Landlord to reclaim the property at the end of the term. At present most tenancies are in this form.
Breach of Contract	Failure to carry out obligation/s as set out in a formal Agreement.
Change of Use	Significant change in the use of a property as defined by Town and Country Planning legislation
Contractors	Independent companies employed to provide goods and services e.g. carrying out repairs on a property.
Contract	A document setting out a formal Agreement between two or more parties
Covenant	An obligation undertaken by a party to a tenancy agreement
Cyclical Maintenance	Maintenance work necessary at regular, pre-determined and repeating times, e.g. decoration to the outside of a property
Data Protection	Legislation regarding data records held both electronically and physically by an organisation
Deposit	Tenant's money paid by Tenants under a tenancy. This is normally held as security against damage to the property and will be repaid at the end of the tenancy provided that the tenant has adhered to their obligations as set out in their tenancy agreement – see also Tenancy Deposit Scheme
Discrimination	Describes criminal offences which, for example, may be alleged with reference to gender, race, employment or disability laws as current at any time
Exclusive possession	The common law right for a tenant to control access to the property. Various factors will indicate who is in possession of a property at any given time
Fair Terms	Terms that are not unreasonable to either party to an Agreement and do not breach statutory regulations – see also Unfair Terms
General Maintenance	Day to day repairs – keeping the property free from draught and water-tight
Habitable	Clean, structurally stable, free from disrepair, infestation and dampness or other factors which could damage your health
Harassment	Any act including violence, threats, intimidation, and withdrawal of services (e.g. gas, water and electricity) that interferes with the tenant's quiet enjoyment of the property. It is a criminal offence for a Landlord or Agent to harass a Tenant

Housing



House in Multiple Occupation (HMO)	A house occupied by persons who do not form a single household e.g. most shared houses. Three storey HMO's need to be licensed with Sheffield City Council.
Housing Benefit	A payment by a Local Authority either to the Landlord, the Managing Agent or direct to the Tenant, to assist with the Tenant's payment of rent.
Implied Obligation	An obligation prescribed by law not necessarily written and recorded in a tenancy agreement
Inventory	Organised list of the contents of a property - see Schedules of Condition
Joint and Several Liability	If you share a property with others and all your names are on one tenancy agreement you are likely to be Joint Tenants and the responsibility or liability for rent, rent arrears and any damage will be shared jointly between you all. If one person leaves the house the landlord can expect the remaining Tenants to pay any outstanding rent which may result
Landlord/lady	An owner of the freehold of a property who lets the property to someone else. As noted earlier in the guide, your landlord may not always be the owner, especially if you are lodging or the property is being sublet.
Legal Obligation	Legally bound duty that an individual is required to undertake in order to fulfil the rules as set in law
Letting	Process of arrangement between Landlord and Tenant and commitment to a tenancy agreement.
Mediation	Informal attempts of a third party to bring about the settlement of a dispute between parties to a contract
Overcrowding	In order to protect tenants, the Housing Acts give clear guidelines on what may be interpreted as overcrowded residential accommodation.
Periodic Tenancy	When a fixed term agreement expires and the tenants continue to reside in the property, but no further fixed term agreement is issued. In this case the tenancy becomes periodic. There are two types of periodic tenancy, statutory (by operation of common law – this happens automatically if you stay beyond the fixed term, there does not need to be an agreement with the landlord) and contractual (this is where the tenancy agreement specifically notes that the tenant will continue on such a term.
Possession action	Lawful action by the landlord or agent taken to regain possession of the property. For assured shorthold tenancies this usually falls into three stages. 1: service of legally valid notice. 2: possession order granted by the courts. 3: bailiffs warrant of eviction granted by the court.

Housing



Property Inspection	A general visual tour of the property – not a survey. Landlords will often carry these out every three months and must give a minimum of 24 hours' notice in writing.
Quiet Enjoyment	The common law right of a Tenant to possession and enjoyment of his tenancy without physical interference by his Landlord or Landlord's Agent; the Tenant's right to damages for significant breach of this right.
Rent Reviews	The process of agreeing a new rent between the parties, governed by legislation and contract law. This is subject to a Notice period or defined timescale intended to allow preparation for change
Resident Landlord	A Landlord who is ordinarily living within the property being rented
Schedule of Condition	Organised list of the state and condition of a property at a specified date
Space Heating	Appliances for the heating of an internal area of a building
Statutory Notices	Notices as provided in law requiring action by those who receive them or send them.
Statutory Requirement/Obligation	Obligations required by law to be carried out. For example, minimum Health and Safety standards exist in law for the regulation of rented property
Statutory Right	A right given by statute law of the land and which cannot be varied or overridden by contract
Statutory Tenancies	Tenancies created or maintained in law.
Sub-Letting	The creation of a tenancy by an existing tenant to someone else (the sub-tenant). The existing tenant, whether they have moved out or not, creates what is known as a mesne (pronounced mean) tenancy, but still holds theirs with their landlord (known as the head landlord). The relationship between the sub-tenant and mesne tenant is legally binding, but the mesne tenant may be in breach of their contract and the legal relationship with between the head landlord and sub-tenant is not always strong.
Tenancy Deposit Scheme	All deposits taken for Assured Shorthold Tenancies must be placed into one of three government approved schemes. If there is a dispute at the end of the tenancy, an Alternative Resolution Service will mediate (free of charge) to resolve the dispute and ensure a fair outcome for both parties.
Tenancy Renewal	The process of extending or renewing an existing tenancy for a further specified period of time, at terms to be agreed between the parties to the contract
Unfair Terms	Terms that are unreasonable to any - or all - parties to an agreement and may breach statutory regulations



Tenant fees - what you can be charged for

Legislation introduced in 2019 has meant that the majority of fees previously charged by letting agents and landlords are now illegal.

If your tenancy began or was renewed on or after 1st June 2019 you can only be asked to pay the following:

- Rent - please see the additional information on rent (below), and how there can still be a breach of the Act
- A holding deposit - this is a deposit which reserves a property while your application is processed – this cannot be more than the value of 1 week of your rent (or 1 week of the total rent for joint tenancies – the landlord cannot ask for 1 week from each tenant)
- A tenancy deposit - this cannot be more than the value of 5 weeks of your rent (or 5 weeks of the total rent for joint tenancies – the landlord cannot ask for 5 weeks from each tenant)
- Rent in advance
- Charges for late payment of rent - rent must be outstanding for 14 days or more before a fee can be charged. The fee cannot be more than three per cent above the Bank of England's base rate
- Charges for replacement keys or fobs - costs must be reasonable and not generally exceed the cost of replacing the key, fob or other security device.
- Charges for ending your tenancy early - the fee charged must not exceed the loss incurred by the landlord (for example, any loss in rental income) or the reasonable costs of the agent (such as marketing costs)
- Changes to a tenancy – this includes variation, assignment or novation of a tenancy. The fee is capped: charging more than £50 for each change requested is not permitted, unless the landlord/agent's reasonable costs are greater.

Prohibited payments/charges

Your agent or landlord cannot charge you fees for:

- Referencing
- Administration
- Credit checks
- Immigration checks

Rent

The payment of rent is a permitted payment. However, it was anticipated that landlords and agents may compensate for the loss of income from the fees by 'front loading' the rent payments. This is where a higher rent is charged at the start of (or during) the tenancy



rather than later. The Act outlaws this practice by setting out that for the first year of a letting:

'if the amount of rent payable in respect of any relevant period ('P1') is more than the amount of rent payable in respect of any later relevant period ('P2'), the additional amount payable in respect of P1 is a prohibited payment.'

Within the first year of a tenancy a landlord or agent cannot reduce the level of rent unless

- it is agreed with the relevant person **after** the tenancy/licence has begun
- there is a rent review clause in the tenancy/licence agreement that allows for both an increase or decrease in the rent.

Front loading: an example

For this example we use a 12 month fixed-term tenancy where the contractual rent starts off at £1,500 for the first three months, that is reduced to £1,250 for the next three months, and further reduced to £1,000 for the last six months.

Here there would be a prohibited payment of £1,500 during the first three months (3 x £500) plus a further £750 (3 x £250) for the second 3 months, making a total prohibited payment of £2,250.

If, on the other hand, the rent started off at £1,000 and rose to £1,500 for each of the last three months of the tenancy, there would be no breach of the Act.

If you have been charged illegal fees

You can contact:

- Trading standards at the council
- The letting agents redress scheme

The council can issue a fine of £5,000 for a first offence to an agent or landlord who charges illegal fees. If the fee you were charged is not returned, you can apply to the First Tier Tribunal who can order the fee be repaid.

The condition and safety of a property

It is an implied term of a residential tenancy agreement that the landlord shall ensure that the property is fit for human habitation when the tenancy is granted, and for the duration of the tenancy.



If you feel that a property is 'not reasonably suitable for occupation in that condition' because of one or more of the following factors, **you should seek advice before signing the agreement.**

Some of the factors considered under the Homes (Fitness for Human Habitation) Act 2018 are:

- repairs
- freedom from damp
- internal arrangement
- natural lighting
- ventilation
- water supply
- drainage and sanitary conditions
- stability
- facilities for preparation and cooking of food and for the disposal of wastewater

Given the amount of good quality accommodation available to students in Sheffield, there is no need to feel pressured to sign up for a property that appears to be in a poor condition or that has noticeable things wrong with it.

If you have any concerns about the above aspects of the property, please seek advice before signing any agreement.

Prescribed information and legal requirements

A landlord should provide:

- a valid gas safety certificate
- a valid energy performance certificate (EPC)
- the most recent 'How to rent' government guide.

Failure to provide these can restrict the landlord's ability to serve a section 21 notice to evict a tenant.

The gas safety certificate must be given to you prior to moving in. For the other documents, it is always worth asking about the availability of these and chasing them up if you do not receive them.

If you are living in a House of Multiple Occupation (HMO) – which will be the case for a lot of shared student houses – your landlord has several responsibilities relating to the safety of the property, including annual gas safety checks and making sure that proper fire safety measures are in place, including working smoke alarms. See this information on the Shelter

Housing

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website for more details:

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

If you have questions about any of the information in this guide, please contact the Student Advice Centre for more help.

The information in this guide and on our web pages is given in good faith and has been carefully checked. However, the Student Advice Centre cannot accept responsibility for any action that you take on the basis of the information provided.

**If you require the information in a different format, please contact us at:
advicecentre@shu.ac.uk**

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