

# LSESU ADVICE SERVICE

PRIVATE HOUSING: ASSURED SHORTHOLD TENANCY TIPS

Got any questions or concerns about your contract? Then the Students' Union Advice and Support Service can help. We run a contract checking service where we provide feedback before you sign (however we always advise that you read it thoroughly yourself as you need to be aware of your own obligations). We also offer housing advice (however we are not a legal advice service) and so can advise on any difficulties you may encounter during your tenancy.

Before you sign a contract the following are some useful tips. These are relevant to Assured Shorthold Tenancies, which the majority of student lets are, however you can check what kind of tenancy you have on the Shelter website ([http://england.shelter.org.uk/get\\_advice/downloads\\_and\\_tools/tenancy\\_checker](http://england.shelter.org.uk/get_advice/downloads_and_tools/tenancy_checker)).

- If you are living with others and you have all signed the same contract then you may have a joint tenancy. All those who sign the contract are jointly and individually responsible for paying the rent. This means that if one of you moves out without giving notice or is not paying their share, the other joint tenants will be responsible for paying it for them. If none of you pay your rent, your landlord can pursue any one of you to pay the full amount.

- From the 1st February 2016 landlords are required to carry out checks on tenants to ensure they have the **right to rent** in the UK. Landlords should ask all tenants (regardless of

nationality) for certain documentation, such as your passport or biometric residence permit. They will have to view the originals and will keep copies of these on file. Please do not send any identity/ immigration documents to anyone in the post, even if you are overseas.

- Often in contracts there are **hidden costs** that are not explicit. These can be administration fees or charges when you want to make changes to the contract, for example, if you want to change the name of a tenant or any of the terms. It is important to factor these into your budget.

- Your entire deposit must be protected in a **Tenancy Deposit Scheme** within 30 days of your landlord receiving it. The landlord must inform you of where this deposit is kept and this must be in writing. There is often a deadline for disputing any deductions at the end of your tenancy so seek advice as soon as possible if you feel your landlord is holding on to too much of your deposit. Dated photographs that detail the condition of the property at the start of your tenancy can be helpful in such situations.

- **Gas safety** checks are really important and your landlord is responsible for making sure that one is carried out every 12 months for appliances in your property. Before you sign make sure you check this has been done (ask to see the certificate). The safety check has to include all the appliances they own, which could include boilers, cookers and heaters. If

you are living in a HMO (House of Multiple Occupation) your landlord also requires an Electrical Safety Certificate.

- Sometimes due to neglect the structure of some buildings are in poor condition, this is what is known as **disrepair**. This may also mean that something inside the property is in need of repair due to poor condition. Your contract will establish what the landlord is responsible for and if it does not then you can visit Gov.uk or Shelter England to check the rights of both parties in private renting. Any issues relating to disrepair should always be put in writing so that you have a record.

- It is important that anything discussed with the landlord or agent is **put in writing**, even if you have discussed something on the telephone. You can simply follow up any phone conversation with an email outlining what you discussed, what you agreed and by what date this will be done. If you want to send a letter to the landlord or agent, send it via recorded delivery to make sure it has been received.

- Fixed term assured shorthold tenancies sometimes have a **break clause**, for example a 12 month contract may have a 6 month break clause. It means the landlord/agent or tenant can end the contract at that point by giving notice if they wish to. A break clause should apply to both the landlord and the tenant and so it can be advantageous should you wish to have the flexibility of being able to end your tenancy early. Remember, a tenancy agreement is a

legally binding document and so, without a break clause, do **not** assume you will be able to end it early should your circumstances change.

- Whilst your landlord will have certain legal obligations (e.g. providing a gas safety certificate and protecting your deposit), there are some things that are a matter for **negotiation** (e.g. break clauses). It is therefore important to weigh up your options and decide what is a priority and what you are willing to compromise on.

#### Our contact details:

**Students' Union Advice and Support Service**  
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1 Sheffield Street, London WC2A 2AP

Opening times for drop in sessions: 11am-1pm  
Mon to Fri  
Appointments available outside of these times  
Email: [su.advice@lse.ac.uk](mailto:su.advice@lse.ac.uk)  
Tel: 020 7955 7158

Other useful sources for information on private housing matters are:

**Shelter England:** [england.shelter.org.uk](http://england.shelter.org.uk)  
**University London Housing Services (ULHS):** [housing.london.ac.uk](http://housing.london.ac.uk)  
**LSE Residential Services:** [lse.ac.uk/residentialservices](http://lse.ac.uk/residentialservices)