

Finding Private Rented Accommodation

This factsheet will give you advice and information to help you find private rented accommodation. It will give you advice on the types of accommodation available, how to go about looking for private rented accommodation, tenancy conditions and what sort of tenancy and rights private rented may have.

Private renting has become the main housing option for most people and is often the quickest way to find a home. Private renting can be much more flexible than other forms of housing, with periodic and fixed terms tenancies, short and long term lets available.

Private landlords offer a wide range of accommodation of different sizes in different locations. If you are on a low income you may be entitled to help towards your rent with **Benefits**. You can use the **entitled to calculator** to give you an indication of your likely entitlement to benefits. You can also use the **bedroom calculator** to work out how many bedrooms your household is eligible for and you will need to be aware of the local housing allowance (LHA) for the size of property you are entitled to. You can check the local housing allowance **here**.

Properties can be found in letting agents and on websites and you can also find them in newspapers, shop windows and sometimes on the information boards in major supermarkets.

Further details on letting agents and on property websites can be found below on and the **Lettings Agents factsheet**.

Please read the **Local Housing Allowance factsheet** for further information on the LHA rates in this area.

Please read the **Help with Housing Costs factsheet** for further information on the benefits you might be entitled to help with your rent.

If you are homeless or threatened with homelessness the Council will be working with you to help resolve your housing problem however due to the severe shortage of social housing you will most likely be offered help to find private rented accommodation rather than be offered social housing. The more you can do to find your own private rented accommodation the more choice you will have over the area, size and type of accommodation offered.

If you are homeless or threatened with homelessness and you are unable to raise your own deposit you may be eligible for assistance through the Council's Rent Deposit Scheme. Please read the **Rent Deposit Scheme factsheet** for more information. You will also need to arrange a Housing Options appointment.

Government Guidance

The Government's "How to Rent" and "How to Rent a Safe Home" booklets are also useful.

<https://www.gov.uk/government/publications/how-to-rent>

<https://www.gov.uk/government/publications/how-to-rent-a-safe-home>

Before you start looking for private rented accommodation you should think about:

Consider the area you want to live - choose realistic areas or amend your areas of choice to improve your chances of finding accommodation. Neighbouring boroughs may have more rented accommodation available or more reasonable rents. Most people have to consider moving further away within a reasonable travel distance when they look for a property.

The South of England is an expensive place to live. The following websites will show you the areas that you can afford to rent:

www.bbc.co.uk/news/business-23234033
www.home.co.uk/for_rent/current_rents_by_town.htm

The type of property you want - this could be a room in a family home, a room in a shared house or flat or a self-contained house, flat or bedsit - see below

The size of property you need for your household - if you need to claim Housing Benefit or Universal Credit to help towards your rent the size of the property and number of bedrooms you will be entitled to rent is based on the number and age of the people in your household. Check how many bedrooms you are eligible for by using this website <http://lha-direct.voa.gov.uk/bedroomcalculator.aspx> or www.gov.uk/housing-benefit

What you can afford - don't forget that you will have other expenses such as utility bills (electricity, gas, water.), Council Tax, contents insurance, TV Licence, food plus other household costs. If you are on benefits or a low income check how much help you will get towards your rent either through Housing Benefit (HB) Universal Credit (UC) - Use this on-line benefit calculator to get an estimate <https://www.entitledto.co.uk>

What is the Local Housing Allowance (LHA) rate for the area - if you will receive Housing Benefit or Universal Credit you will have the housing cost element calculated based on the Local Housing Allowance (LHA). Check the Local Housing Allowance for the area you are looking using this website <https://lha-direct.voa.gov.uk/search.aspx>. How much of this you will then be entitled to will depend on your income and savings

Right to Rent – Your landlord will need to confirm that you have the right to rent in the UK. Please make sure you have the right documents - <https://www.gov.uk/government/publications/right-to-rent-document-checks-a-user-guide>

Get prepared before you start looking

- Ask your current or previous landlord for a reference. If you have not rented before ask your employer.
- Consider how best to present yourself to an agent or future landlord – treat it like a job interview - dress smartly and ask lots of questions and show you're interested
- Think about your positives - for example say if you are working or volunteering; if you like to keep your home clean and tidy
- Make sure you have the rent in advance, deposit and any fees ready- however from 1 June 2019, tenancy deposits are capped at five weeks' worth of rent and some fees charged in connection with a tenancy are banned.
- Talk to friends and family about being a guarantor.
- Complete an income and expenditure form so you know how much rent you can afford.
- Complete the Council's self-reference form.

Finding private rented accommodation

When looking for private rented accommodation it is important to get regular information about vacancies and to follow them up the same day or as soon as possible thereafter.

You could consider looking for accommodation through:

Personal contacts: Ask your family, friends and work colleagues. If you are a member of a local club, sports team, or Church, then ask other members and participants.

Community noticeboards: (shops, news agents, supermarkets, community centres etc.)

Newspapers: Try looking in local free and on-line local newspapers, especially if you want to live in a particular area.

Self-Advertising: Let your Facebook or Twitter contacts know you are looking for a place.

Accommodation and Letting Agencies: These agencies can provide a service for people looking for accommodation, although they usually charge for this. A list of local agents is available from Housing

Services.

On-line: There are a number of accommodation websites that may be useful. These allow you to specify the area, type of property, and amount of rent you can afford – then search for a home using these criteria. Try www.rightmove.co.uk - www.dssmove.co.uk - www.zoopla.co.uk/to-rent/ - <https://www.openrent.co.uk/> - www.your-move.co.uk - www.facebook.com/marketplace (there are many more) – If you do not have access to the internet at home, you may wish to go to your local library or the Town Hall and use the internet facilities available there.

Flat and room share websites such as:

www.spareroom.co.uk
www.gumtree.co.uk
www.idealflatmate.co.uk
www.roomster.com
www.findaflat.com
www.spotahome.com
badi.com
www.roomgo.co.uk
www.roombuddies.com
www.moveflat.com
www.loot.com

Try to find someone to ‘buddy up’ with who is also looking for accommodation and willing to share a property. It might be easier to find rooms/flat to share than to find a room on your own and it may be better to cover the rent and bills. Ask family and friends if they know anyone.

Types of accommodation

There are various types of private rented accommodation available, including:

Shared houses or flats: A room in a house or flat, sharing the use of the kitchen, bathroom and lounge with others. Often properties can be let to a group who will rent a whole property or the landlord may let out rooms on an individual basis

Bedsits: A bedsit is usually made up of a bedroom/living room containing its own cooking facilities while amenities such as the bathroom/WC may be shared with other tenants

Lodgings: These are rooms in the landlord's own home, often with a family. You will either have use of the kitchen or meals may be provided

Houses in Multiple Occupation (HMO): If a property is rented out to more than one household it may be classified as an HMO. HMO's included bedsits, shared houses and lodgings. HMO's are covered by additional legislation which requires them to have adequate facilities and safety procedures. If the property has three or more storeys and five or more unrelated people living there it MUST be licensed by the Council. If it isn't the owner can be prosecuted. If you think that the property is unsafe or not fit to live in you should approach the Environmental Health Service at the Town Hall.

Studios: Studios are more self-contained than a bedsit and are usually made up of a bedroom/lounge all in one room with a separate bathroom & kitchenette.

Self-contained houses/flats: A self-contained property that is let out by a private landlord/agent

What to consider when viewing a property?

Take contact details for the person you are meeting, the property address (and a map) with you and don't be late! Try to take a friend or member of your family with you when you go to view accommodation. It is helpful to have a second opinion and it is also safer. Always make sure that someone knows where you are going and what time to expect you back.

Consider how best to present yourself to an agent or future landlord – treat it like a job interview- dress smartly and ask lots of questions and show you're interested. Highlight your positives - for example say if you are working or volunteering; if you like to keep your home clean and tidy.

Health and Safety

Check that the property is safe to live in. Use the Government's "*How to Rent a Safe Home*" booklet to help you identify possible hazards. The following is a list of the main things to consider:

Gas Appliances - Landlords are legally responsible for making sure that pipe work, appliances and flues provided for tenants are maintained in a safe condition and checked for safety every year. A [Gas Safe registered engineer](#) must carry out the safety check in the properties in Great Britain and the Isle of Man every 12 months. The landlord must give tenants a copy of the [Landlord Gas Safety Record](#) within 28 days of it being carried out or before they move in. Landlords are also obliged to show tenants how they can turn off the gas supply in the event of a gas leak.

Do not take accommodation where the gas appliances have not been checked in the last 12 months.

Heating - Ensure that there is adequate heating and that it is in good working order. This is particularly important if you view the property in the summer - it may be very cold in the winter.

Electrical Wiring - Look out for badly fitted sockets, hanging flexes, bare wires, very old looking sockets/wiring/light fittings. Landlords have a legal duty to make sure that electrical installations and electrical equipment supplied is safe at the outset of a tenancy and kept in good working order. For all private rented properties, it will soon become mandatory for landlords to have the electrical installations inspected by a qualified and competent person at least every 5 years.

EPC - Your landlord must give you an Energy Performance Certificate. The rating on the certificate is important and it should be between A and E. If the rating is F or G, you should not accept a tenancy as this would be considered an unlawful let.

Damp - Damp properties can cause health problems. Check for mould growth, peeling wall paper, and damp smells.

Windows - Check that they open and close. This is important for ventilation and as a possible means of escape in case of fire.

Kitchen and Bathroom - Check that all the taps work and that the WC flushes. If a cooker or fridge are provided, check that they are in good working order.

Furniture - If you are looking at a property which is currently occupied make sure you ask which furniture is provided by the landlord and that it conforms to the current safety standard.

Repairs - If a landlord or agent promises to carry out repairs or changes which you require, ask for these to be confirmed in writing and check they are done before you move in.

Cleanliness - Does the property look clean and well cared for?

If you are renting a room only

- Look at the whole property, not just the room.
- Are the facilities adequate for the number of people?
- Is the room large enough? This is particularly important if you will be spending a lot of time in the room or if there is no communal lounge.
- Can you meet the other people? If you are going to be sharing facilities, it helps if you get on with the other occupants.
- Is the cost of the bills included in the rent?
- If the bills are extra, how is it decided how much you will have to pay? How often and to whom is this amount payable?

NOTE: Remember this is only a brief list of some of the main points to consider.

Rent

In this area rents tend to be quite high, so it may be worth trying to negotiate a lower rent with the landlord.

Think about whether you can afford to pay the rent. Check to see whether the rent is within the

Local Housing Allowance rate for the size and area. This will help you decide if you can afford to rent the property before you accept the tenancy. Check if the rent includes bills such as electric/gas/water/council tax, or are these extra. How is the rent to be paid and at what interval - weekly, monthly or per calendar month? Remember, if your rent is due weekly you are entitled to a rent book and don't forget to obtain a receipt for any cash payments.

Help with housing costs

If you are working and on a low income or you claim welfare benefits you may be eligible for help towards your rent - this will be either a Housing Benefit or a Universal Credit claim. You may also be eligible for Council Tax Support.

Your entitlement to claim Universal Credit or Housing Benefit will depend on your income and personal circumstances.

For further information please see factsheet: Help with Housing Cost or visit the following websites.

www.understandinguniversalcredit.gov.uk

www.gov.uk/apply-universal-credit

www.gov.uk/housing-benefit

To make a claim for Housing Benefit or Council Tax Support contact the local council where the property is located.

How much help with housing cost will you get?

To get an estimate of what you may be entitled to you can use a benefits calculator -

www.gov.uk/benefits-calculators or betteroffcalculator.co.uk

Local Housing Allowance

Under Universal Credit or Housing Benefit, if you are renting privately, there is a maximum amount of benefit you will be entitled to. This is based on the Local Housing Allowance (LHA) rate for the area, the size of property you are entitled to rent and your income and circumstances.

The LHA limits the amount of benefit/credit you could get towards your rent based on the number of bedrooms your household is eligible for. To find out your bedroom entitlement you can use the bedroom calculator - <https://lha-direct.voa.gov.uk/bedroomcalculator.aspx>

To find out the LHA rate for your household size, in the area you are looking to rent, you can use the [Local Housing Allowance tool](#) - <https://lha-direct.voa.gov.uk/search.aspx>

Shared accommodation rate (SAR) for those aged under 35's

If you are renting privately and are under the age of 35 and single (and have no children), you are usually only entitled to Housing Benefit or Universal Credit at the shared accommodation rate (SAR). This means the maximum Universal Credit or Housing Benefit you can get is the rate for renting a single room in a shared house. There are some very limited exceptions to this.

Letting agent fees for tenants

Most fees charged by landlords and agents are banned from 1 June 2019. The ban covers most private tenancies, including assured shorthold tenancies, student housing and lodger agreements. It applies to fees charged to tenants and their guarantors.

From 1 June 2019, if you start or renew a tenancy, you can only be charged fees in the following situations.

Late payment of rent: You can only be charged a late payment fee once you're 14 days late with rent. The late payment fee must be mentioned in your agreement and you can't be charged more than 3% APR above the Bank of England base rate.

You can only be charged by either your landlord or agent – not both.

Lost keys or fobs: You can be charged the reasonable costs of a replacement if this is mentioned in your tenancy agreement.

Ending your tenancy early: Your landlord or agent can charge you if they agree to let you end your fixed term tenancy early or leave without giving notice. This can only be to cover any loss incurred by your landlord or your agent's reasonable costs.

Changing or assigning your tenancy: You can be charged £50 if you want to change a term in your tenancy or assign it to someone else. The landlord can only charge above this if they can prove it cost them more.

Renewing your tenancy: You can only be charged for renewing your tenancy when your fixed term contract ends if you signed a tenancy agreement before 1 June 2019 which says you have to pay a renewal fee.

You can't be charged to renew a tenancy unless this was stated in your previous contract.

What you can't be charged for

All other fees are banned. This includes fees for:

- referencing
- administration
- credit and immigration checks

If you pay a banned fee to your landlord, they can't give you a section 21 notice until they refund the fee.

Other costs of renting

You can still be asked to pay:

- a holding deposit
- rent in advance
- a tenancy deposit

Your landlord can still charge you for utilities such as gas, electricity and water if they provide these. They can't charge you more than they pay the supplier.

If you break a term in your contract, for example by causing damage, your landlord can still try and claim the costs back through the courts.

Holding Deposits

A holding deposit is a payment to a landlord or agent to reserve a property. In most cases, you should get the money back if the landlord decides not to rent to you.

Only pay a holding deposit if you're serious about taking on the tenancy. The landlord or agent might keep the money if you decide not to go ahead.

From 1 June 2019, a holding deposit can't be more than 1 week's rent.

When you pay the money the landlord or agent should stop advertising the property. They are not allowed to take a holding deposit from more than one person for the same property at the same time.

You have 15 days from when you pay a holding deposit to enter into a tenancy agreement. This is called the deadline for agreement. You can agree a different deadline with the landlord or agent in writing. If you enter into a tenancy agreement, the landlord can either:

- return your holding deposit within 7 days of agreeing the contract
- put it towards a tenancy deposit or the first rent payment with your permission

You could lose your holding deposit if you decide not to go ahead, or don't take reasonable steps to agree a tenancy by the deadline.

If the landlord decides not to rent to you you should normally get your holding deposit back within 7 days if either the:

- landlord decides not to offer you a tenancy
- deadline has passed but you took all reasonable steps to agree a tenancy by then

The landlord or agent can only keep your holding deposit if you:

- decide not to rent the property
- misled the landlord or agent
- fail a right to rent immigration check.

Rent in Advance

Most private landlords ask you to pay at least a month's rent in advance to cover your first rent payment.

Some landlords will ask for more. For example, 2 months' rent up front.

If you pay rent in advance and a deposit at the same time, make sure it's clear:

- what each payment is for
- how much rent is covered by the payment

Ask for a receipt if you hand over cash.

Payments after you move in

Check your tenancy agreement to find out what date your rent is due. Most landlords ask you to pay your rent at the start of every rental period.

If you've paid more than a month's rent in advance, you won't usually have to make another rent payment until the period you've already paid for has passed.

Make a DHP claim for rent in advance

You can apply for a discretionary housing payment (DHP) from your local council to help with rent in advance for a new tenancy.

To apply, you must be getting housing benefit or the housing element of universal credit in your current home.

If you do not qualify for DHP in exceptional circumstances the council may be help with a Rent in Advance loan.

Tenancy Deposit

Most private landlords and agents ask for a deposit at the start of a tenancy.

You usually pay a tenancy deposit before you move into a property. This is sometimes called a security deposit and can be used by the landlord to cover costs such as:

- rent arrears
- damage to the property

The deposit is your money. It should be returned to you in full at the end of the tenancy unless your landlord has a reason to make deductions.

A tenancy deposit is different from a holding deposit which you pay to reserve a property.

How much you can be asked to pay

From 1 June 2019, the maximum tenancy deposit is equal to 5 weeks' rent.

This limit applies to deposits taken from all assured shorthold tenants, lodgers and students in halls of residence as long as the yearly rent is less than £50,000.

There was no limit on the amount that could be charged before 1 June 2019.

Tenancy Deposit Protection

Your landlord or agent must protect your deposit with an authorised scheme if you have an assured shorthold tenancy. Most private renters have this type of agreement.

There are 3 deposit protection scheme providers. Your landlord or agent can choose which scheme to use.

Tenancy Deposit Scheme

www.tds.gb.com

0845 226 7837

My Deposit

www.mydeposit.com

0844 980 0290

The Deposit Protection Service

www.depositprotection.com

0844 4727 000

The Government wants to make sure your tenancy deposit is protected, so that you get all or part of your deposit back when you are entitled to it and any disputes between you and the landlord/agent will be easier to resolve.

At the beginning of a new tenancy agreement pay your deposit to your landlord/agent as usual. Within 30 days the landlord/agent is required to give you details about how your deposit is protected. This is called Prescribed Information and should include:

- The contact details of the tenancy deposit scheme
- The contact details of the landlord or agent
- How to apply for the release of the deposit
- Information explaining the purpose of the deposit
- What to do if there is a dispute about the deposit.

If you don't get this information, ask your landlord or agent the simple question – **'how is my deposit protected?'**

If the landlord/agent hasn't protected your deposit you can make a claim against them through the local county court. The court can order the landlord/agent to either repay the deposit to you or protect it in a scheme. They may also be ordered to repay three times the amount of the deposit to you. Furthermore, a section 21 notice will only be valid if it is issued at the time when the deposit is protected in an authorised scheme.

When you move out, if you and the landlord/agent cannot agree how much of your deposit should be returned, there will be a free service offered by the scheme protecting your deposit to help resolve your dispute. Check the information your landlord/agent gave you at the beginning of your tenancy for details.

If you're overcharged for fees or deposits you can complain to:

- [trading standards](#) at your council
- [a letting agent redress scheme](#) if the agent is a member

Inventory

You have a responsibility at the end of the tenancy to return the property in the same condition that it was let to you, allowing for fair wear and tear. It is therefore important to make sure that when you sign the tenancy agreement you get a check-in inventory, which is a detailed report of the condition of the property at the start of the tenancy.

An inventory check can prevent you from being charged for damages and breakages that were done before you moved in. If you are not given an inventory, ask your landlord/agent to provide one. It is a good idea to take photographs of the property for your own records. Check the circumstances in which your landlord/agent could make a claim against your deposit. If you are happy with the inventory, sign it and keep a copy.

Tenancy or licence agreements

Tenancy or licence agreements may be written or verbal. Verbal agreements are still legally binding in the same way as a written one, however it is always best to make sure you have a written tenancy or licence agreement. Read it carefully to understand your rights and responsibilities before you sign it. The landlord or agent usually provides one, but you can request to use a different version. Any terms which are unfair may be challenged using the Unfair Terms in Consumer Contracts Regulations. The government has published a model tenancy agreement which can be downloaded for free. If you have any concerns about the agreement, seek advice before you sign.

If possible, before you sign an agreement, you should read it carefully and check:

- what type of agreement are you signing, is the letting for a fixed term and if so, for how long?
- what you have sole use of, what facilities do you share with others, the amount of rent and whether it includes payments for council tax, gas, electricity, water and services such as laundry or telephone
- how often the rent is due, and the date on which it is payable
- how often can the landlord increase the rent
- the amount of the deposit and how it will be protected
- if there are any other charges payable
- what are your obligations to repair and decorate the property
- what happens if you want to leave. You may want to ask the landlord to include an option for you to end the tenancy, for example, giving one month's notice. This is known as a break clause. It is particularly important for fixed term tenancies because if there is no clause allowing the tenant to give notice they can be held liable for the rent for the remainder of the fixed term
- who you should contact if there are any problems during the tenancy.

Types of Tenancies and Licences

If you are about to move into private rented accommodation you should be aware of the tenancy or licence rights you are likely to have before moving. There are various forms of tenure which it is possible to have in the private rented sector and this will impact on your housing rights. The vast majority of private tenants are assured shorthold tenants but it is possible to have a different type of tenancy or licence. This will usually depend on the sort of accommodation you live in and when your tenancy started. You may not necessarily have the type of tenancy or licence that your agreement or your landlords, says you have.

Further information is available from: www.gov.uk/private-renting-tenancy-agreements or www.gov.uk/tenancy-agreements-a-guide-for-landlords/tenancy-types

Licences

People that live in the same house or flat as their landlord have a licence to occupy rather than a tenancy and therefore have very limited protection from eviction, however a landlord cannot evict a licensee without serving the correct type of notice. The landlord must either give the contractually agreed notice or, if there is none, reasonable notice. The landlord does not need a court order.

Assured Shorthold Tenancies

Since 28 February 1997 most new private sector tenancies (where the landlord does not live at the property, and the house/flat/room is tenants main home and is let as separate accommodation) will automatically be assured shorthold tenancies, unless the tenancy agreement specifically states that the tenancy is to be an assured tenancy. This will be the case even if no written tenancy agreement has been provided. Assured shorthold tenancies can either be for a fixed term (usually 6 or 12 months), or periodic (rolling from week to week, or month to month).

If your landlord doesn't give you a contract you can ask for a written statement of the basic terms of your agreement.

Your landlord must provide the following information in writing if you request it:

- start date of tenancy
- rent payable and rent due date
- any rent review clause
- the length of any fixed term agreement

Assured Tenants

Assured tenants have greater security of tenure than assured shorthold tenants. If you are an assured tenant you can only be evicted if your landlord can prove a reason (or 'ground') to the court.

Other types of agreement

There are some types of private sector lettings which cannot be assured or assured shorthold tenancies, including:

Licences (where other people in the household have an unrestricted right to enter the accommodation); accommodation provided as part of a job for the better performance of that job (e.g. caretaker); accommodation provided by a friend or family where there was no intention to create a legally binding agreement; accommodation where there is a resident landlord who lives in the same building; accommodation rented from a college or other educational institution and holiday lets.

Occupiers who fall into any of the above categories are likely to be occupiers with basic protection or excluded occupiers. These types of occupiers have very limited rights and landlords can usually regain possession very easily.

Landlords' responsibilities

The landlord must:

- Maintain the structure and exterior of the property.
- Ensure the property is free from serious hazards from the start of and throughout your tenancy.
- Fit smoke alarms and carbon monoxide alarms and make sure they are working at the start of your tenancy. If they are not there, ask your landlord to install them.
- Deal with any problems with the water, electricity and gas supply.
- Maintain any appliances and furniture they have supplied.
- Carry out most repairs. If something is not working, report it to your landlord or agent as soon as you can.
- Arrange an annual gas safety check by a Gas Safe engineer (where there are any gas appliances).
- Give at least 24 hours' notice of visits for things like repairs – the landlord cannot walk in whenever they like.
- Get a licence for the property if it is a licensable property.
- Ensure the property is at a minimum of EPC energy efficiency band E (unless a valid exemption applies).
- The landlord should insure the building to cover the costs of any damage from flood or fire.

Tenants Responsibilities

The tenant must:

- Pay the rent on time. If your rent is more than 14 days late, you could be liable for a default fee. Further, you could lose your home because you have breached your tenancy agreement
- Pay any other bills that you are responsible for on time, such as council tax, gas, electricity and water bills. If you pay the gas or electricity bills, you can choose your own energy supplier.
- Look after the property. Get your landlord's permission before attempting repairs or decorating. It's worth getting contents insurance to cover your possessions too, because the landlord's insurance won't cover your things.
- Be considerate to the neighbours. Anti-social behaviour may be a reason for your landlord to evict you.

- Not take in a lodger or sub-let without checking whether you need permission from your landlord
- Make sure you know how to operate the boiler and other appliances and know where the stopcock, fuse box and any meters are located.
- Regularly test your smoke alarms and carbon monoxide detectors – at least once a month.
- Report any need for repairs to your landlord. There will be a risk to your deposit if a minor repair turns into a major problem because you did not report it.

Ending a Tenancy

If you wish to end your tenancy you will need to check the terms of your tenancy agreement and whether you have a fix term contract.

Further information is available from: www.gov.uk/private-renting-tenancy-agreements/how-to-end-your-tenancy

If your landlord wants to end the tenancy and to regain possession of a property let on an assured or an assured shorthold tenancy, a landlord is required notice and then obtain a court order.

Further information is available from: www.gov.uk/private-renting-tenancy-agreements/your-landlord-wants-to-end-your-tenancy

Ending a tenancy can be complex and your landlord must follow the correct procedure and must have given you certain documents and information. If you have been given notice please seek advice from the Housing Options Service to confirm whether it is correct and valid. They will also be able to give you advice on your alternative housing options.

Harassment and Illegal Eviction

Some landlords try to make life difficult for tenants because they want them to leave, perhaps by withdrawing services such as gas and electricity, denying access to part of the accommodation or by threatening violence. This is known as harassment. If the landlord actually throws a tenant out, changes the locks while they are out or otherwise gets a tenant to leave without serving the correct notice or going through the proper legal procedure, this is an illegal eviction. Harassment and illegal eviction are criminal offences. Landlords can be prosecuted under the Protection from Eviction Act 1977 and/or the Protection from Harassment Act 1997.

Further information is available from: www.gov.uk/private-renting-tenancies/harassment-and-illegal-evictions

Remember: if you have an assured shorthold tenancy the landlord must provide you with:

- **A copy of the guide How to rent: The checklist for renting in England** - either as a hard copy or, if you agree, via email as a PDF attachment.
- **A gas safety certificate** - The landlord must provide one at the start of the tenancy and within 28 days of each annual gas safety check, if there is a gas installation.
- **Deposit paperwork** - If you have provided a deposit, the landlord must protect it in a government approved scheme within 30 days and provide you with prescribed information about it. Make sure you get the official information from your landlord, and that you understand how to get your money back at the end of the tenancy. Keep this information safe as you will need it later.
- **The Energy Performance Certificate.** This will affect your energy bills and the landlord must provide one (except for Houses in Multiple Occupation). Properties let on tenancies entered into after 1 April 2018 must have an EPC rating of at least 'E' (unless a valid exemption applies).

If your tenancy started or was renewed after 1 October 2015 your landlord cannot evict you with a Section 21 notice (no fault eviction) if they have not provided you with these documents.

In addition you cannot be evicted with a section 21 notice (no fault eviction) if your local authority has served your landlord with an Improvement Notice related to necessary repairs in your property or if there are outstanding prohibited payments or a holding deposit that you are due to have repaid to you under the Tenant Fees Act 2019.

However you can still be evicted with a section 8 notice if you break the terms of your tenancy.

Other rights of private tenants

Discrimination

As the private rented sector is not regulated, it is sometimes the case that landlords and letting agents engage in discriminatory practices, both in selecting tenants and in the treatment of existing tenants. If you would like more information on your rights in relation to race, sex & disability discrimination please contact the Housing Options Officer in Housing Services.

Name and address of the landlord

Private tenants have a legal right to know the name and address of their landlord. A tenant has a right to this information under s. 1 of the Landlord and Tenant Act 1985.

Rent Book

It is good practice for all tenants to be issued with a rent book in order to keep a record of payments made and for tenants who pay rent weekly this is a legal requirement. There is no obligation upon the landlord to provide receipts unless rent is payable weekly, so if possible it is advisable to avoid paying in cash so that records can be kept of payments made.