



STUDENTS' PRIVATE RENTING GUIDE



A Student's Guide to Renting Private Accommodation

Renting private accommodation can sometimes seem like a complicated and scary process. From helping you understand the law, to translating all that legal language into simpler terms, this guide has been created to help make the process easier and clearer for you.

Students' Private Renting Guide has been written by a third-year Law student, Natalie, who had a bad experience while renting. She wanted to create a guide for students who are thinking of renting private accommodation as a way to help spot and manage some of the problems that may occur when renting privately.

This guide gives you top tips to consider when searching for a property, highlights the importance of understanding your Rental Agreement before signing the contract, and offers suggestions on how to best manage your finances when renting.

Please note that the guide is suitable for tenants and lodgers (definition of a tenant and lodger can be found on page 4). However, there is some information which does not apply to lodgers such as the protection of a deposit.

Enjoy the guide!

(All information is correct at the time of publication, May 2018)



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Looking for a property



You can rent a property through a letting agent or directly from a private landlord. The main difference is that letting agents usually charge an administrative fee.

Note: the government presented a bill to ban letting agents from charging administrative fees that are costly and unfair to tenants, although this legislation may not come into effect until 2019. You can view the progress of the Bill on the [Parliament website](#).

Who to live with

You can either find a whole property to rent if you are hoping to move in with a group of friends, find a room in a shared property if you are looking as an individual, or you can live with a resident landlord (living in the same property with a landlord will make you a **lodger**). Whichever option you go for, you should thoroughly consider who you could live with for nine months or potentially more.

Joint tenancies

If you decide to live with others, there is a chance that you will have a **joint tenancy** rather than an individual tenancy. You will have a joint tenancy if you and the other tenants all signed a single tenant agreement with a landlord. As a joint tenant, you will be equally responsible for paying the rent (even if your housemates fail to pay) and you will share the same rights and responsibilities as the others you live with.

Joint tenancies come with some challenges. For example:

- If one tenant decides to move out or doesn't pay their share of the rent, you and the remaining tenants will unfortunately be liable and responsible for paying it for them.

Get help from ARU Residential Service

Anglia Ruskin's Residential Service is a fantastic resource provided by the university. Their website offers a wide range of useful information, including a [page on private rented accommodation](#). This page has a wealth of recommended



resources, including the 'House Hunter Guide' and 'Assured Shorthold Tenancies – a Guide for Tenants'.

- The Residential Service have a specialist Tenancy Support Team who can help you to find accommodation.
- They provide a property listings site called [StudentPad](#) that lets you search for houses, flats and rooms in Cambridge, Chelmsford and Peterborough. You can also find housemates here! You will need a password which you can request from Residential Services.
- They also runs an Accommodation Fair which usually happens once a year in spring. You can find out more via the [Residential Service's website!](#)

There are a number of websites that allow you to search for properties. See the full list of letting agencies that are happy to rent to students in Cambridge and Chelmsford on websites such as [Rightmove](#) or [SpareRoom](#).

Students at ARU London can access accommodation support via [ARU London's website](#). The website also lists ARU London's preferred housing provider partners.

Found a property? Now go and view it!

It's important to ask your landlord (and possibly the current tenants living in the property!) questions when you go to a viewing.

Here are some questions you should consider asking:

- ✓ Are the bills included or excluded in rental price?
- ✓ Will the furniture be remaining in the property when your tenancy starts?
- ✓ Are the cooker, grill, and oven all in good working order?
- ✓ When was the last time a gas check was carried out?
Important note: Your landlord **must** provide you with the current year's Gas Safety Certificate and an Energy Performance Certificate (if your landlord does not live in the property).
- ✓ Electricity is a major cause of accidental fires in the home. What condition are the sockets, light fittings and the wiring in the property and when were the electrics safety last checked?

- ✓ Fire safety is also important and landlords must follow safety regulations (The Furniture and Furnishings (Fire) (Safety) Regulations 1988). All furniture and soft furnishings, for example beds, mattresses, and sofas must have fire safety labels on them to show that they are compliant with fire safety regulations. Can you see fire safety labels on furniture? If not, assume furniture is not fire safety compliant.
- ✓ Are any of the windows knobs in the property broken and do all of the windows open?

It's best not to rush into making a decision and be aware of scams: there have been cases of students being scammed into handing over money for a property advertised that either doesn't exist or doesn't belong to the person who claims to be the landlord.

TOP TIP

Make sure you view the property and are happy before you pay or sign anything! If you are unsure take advice from the University [Residential Service](#) or the [Citizens Advice Bureau](#). Once you sign you are in a legally binding contract.

Houses in Multiple Occupation

Many private accommodations rented to students are Houses in Multiple Occupation. A 'HMO' is a property with more than three unrelated tenants who share a toilet, bathroom and kitchen facilities.

A landlord who owns a larger HMO (with three or more storeys with five or more unrelated people) must have a mandatory licence. Your landlord generally has extra responsibilities if the property you rent is a HMO, to reduce the risk of fire.



A HMO should have smoke detectors and carbon monoxide detectors if there are appliances that use gas, liquid or solid fuel like coal or wood. Fire doors, a fire extinguisher and a fire blanket are also necessary.

If it is discovered that a landlord does not have a mandatory licence as required, they can be fined and ordered to repay you up to 12 months rent.

TOP TIP

Check out the public register of HMO licences available via the local council where you can find out which HMOs are licenced and who manages them - Doing this could help you find a good quality and well managed accommodation.

[Public register for Cambridge](#)

[Public register for Chelmsford](#)

[Public register for Peterborough](#)

If you are a student at ARU London campus you can check the public register for any of the London councils by visiting their websites. Find your local council [here](#).

Note: the definition of HMO will be changing from the 01 October 2018, following implantation of The Licensing of Houses in Multiple Occupation (Prescribed Description) (England) Order 2018. The definition of a HMO will expand, meaning more types of properties will be considered HMOs.



Types of renting agreements and moving in

Types of renting agreements

You should have a **written agreement** with your landlord so you can refer to the terms of the contract during your tenancy should you need to.

The two common types of agreement students have when renting private accommodation are leases and licences.

A lease/tenancy	A licence/excluded tenancy
<ul style="list-style-type: none">• A lease (also known as a tenancy) states the obligations and responsibilities of the landlord (lessor) and the tenant (lessee).• Most landlords will use an Assured Shorthold Tenancy (AST) contract.• The agreement often lasts for six to 12 months.	<ul style="list-style-type: none">• If you decide to be a lodger (live in the same property as a landlord) you will have a licence, also known as an excluded tenancy.• When you are lodging, some landlords may provide services such as cleaning.• Lodging can be cheaper than renting.

'Sham agreements'

In some instances, landlords give their tenants a licence agreement instead of a lease agreement in an attempt to disguise the grant of a tenancy. **Tenants have rights and protection under the Housing Acts which lodgers do not have** (for example, protection from eviction), so it's advisable to check whether you have been given the correct agreement. If you are not sure, ask someone, such as staff at the university's [Residential Service](#).

Before you sign the renting agreement

Before you sign an agreement make sure it has the following information in order to avoid any confusion during your tenancy:

- ✓ Notice of service - landlord's full name and contact address

- ✓ Start and finish date for the tenancy
- ✓ Rent amount, date payment is due, and any charges incurred from late payment
- ✓ Method of rent payment and to whom
- ✓ Deposit amount if applicable
- ✓ Your landlord's obligations and your obligations
- ✓ Any clauses

Important Note: Landlords are **not** free to write any terms and conditions that they want into contracts because what they can include is restricted by the *Unfair Terms in Consumer Contracts Regulations 1999*. This means that any clauses considered unfair could be unenforceable. If you think a clause is unfair, you may want to seek legal advice.

Apart from the renting agreement, at the start of your tenancy your landlord must provide:

- a) A copy of the government's 'How to Rent' guide (if they aren't living in the same property as you)
- b) Details of their chosen deposit protection scheme at the start of your tenancy. [See page 12](#) for more information.

TOP TIP

As boring as it may seem, it's important to read your agreement all the way through and make sure that you are happy with the contract and its clauses before signing. If you don't understand something in the agreement, you can contact [ARU's Residential Service](#) or [Citizen Advice Bureau](#). No question is a silly question!



Moving in

Before registering with a letting agency check their accreditation:

Letting agencies are required to be a member of one of three Government-approved redress schemes (The Redress Schemes for Letting Agency Work and Property Management Work (England) Order 2014). Visit letting agency websites to check to see whether they are complaint with the law and are a member of either, *The Property Ombudsman*, *The Property Redress Scheme* or *the Ombudsman Services Property*.

These schemes exist so that tenants can complain if a letting agent does not resolve a complaint. If you were unhappy with the way an agent dealt with a complaint you have made you could raise this with your agent's chosen redress scheme.

It may also be worth checking online if your agent or landlord is a member of the following accredited schemes:

For agents:

- Association of Residential Letting Agents (ARLA)
- Royal Institution of Chartered Surveyors (RICS)
- National Association of Estate Agents (NAEA)
- National Approved Letting Scheme (NALS)
- The UK Association of Letting Agents (UKALA)

With landlords who do not usually have websites, you could simply ask whether they are a member of any accredited schemes:

- Residential Landlords Association (RLA)
- National Landlords Scheme (NLA)
- Guild of Residential Landlords (GRL)

Membership of these schemes indicates that an agent/landlord is genuine and committed to a good standard in the private rented sector.



Letting agent fees and holding deposits

If you rent through a letting agent, you may have to pay letting agent fees.

Agents charge fees to cover administrative costs and in some cases landlords ask for a holding fee to be paid before they take the property off the market. Holding fees can vary in price.

Checks (including right to rent) and references

When applying for a property, your landlord may carry out general checks on you and may ask for a reference from your employer or previous landlord. Your landlord may also do a credit check on you.

If you are over the age of 18, your landlord will also need to check whether you have the **right to rent** which essentially means whether you can legally rent in England.

Documents to prove your right to rent:

- ✓ Passport
- ✓ Visa and on some occasions a letter from your university confirming your studies (international students)

Guarantor

It may be that your landlord would like you to have a guarantor. A guarantor is someone who agrees to take financial liability. In other words, they agree to pay the rent for the length of the contract if you become unable to do so. A relative, someone you know, or a company can be a guarantor.

Paying a tenancy deposit

A tenant/lodger is usually required to pay a **tenancy deposit** at the start of a tenancy, as a security against breaches to an agreement. The deposit may be kept by a landlord to cover costs such as any damages made to a property during a tenancy or to cover unpaid rent.

Your landlord should confirm in writing what the deposit covers either within your tenancy agreement or within a separate document that is signed **by both you and your landlord**.

Landlord's requirement to protect a tenancy deposit (for tenants only)

If you are a tenant, your landlord is required to protect your deposit in one of the three government insured tenancy deposit schemes. If you are a lodger and have a licence, your landlord is **not** required to protect your deposit.

There are three tenancy deposit schemes authorised by the Government, the Tenancy Deposit Scheme (TDS), Deposit Protection Service (DPS) and My Deposits.

In 2007, it became a requirement for landlords to protect tenancy deposits paid by their tenants **within 30 days** from the start of the tenancy (Housing Act 2004, Section 213 [3]). You should receive a certificate with other paperwork (known as **prescribed information**) which provides you with details of the scheme protecting your deposit. You must get this within 30 days of paying the deposit. If you don't, ask your landlord for it. Make a note in your diary or phone to follow up on where your deposit has been kept after 30 days has passed.

You can also check if your deposit is protected by visiting the three tenancy deposit protection scheme websites:

Tenancy Deposit Scheme (TDS)

www.tenancydepositscheme.com/is-my-deposit-protected.html

Deposit Protection Service (DPS)

myaccount.depositprotection.com/#tenancy/checkDepositStatus

My Deposits

www.mydeposits.co.uk/tenants/deposit-checker/



If your landlord attempts to avoid protecting your deposit after 30 days from the start of your tenancy, seek help from ARU's Residential Service or Citizen Advice Bureau, as you could take legal action against them. The court could ask a landlord who has failed to protect a deposit, to pay back a tenant up to three times their deposit amount as a penalty. Your landlord will also not be able to serve you with a Section 21 Order (ask you to leave the property by evicting you) if they haven't followed the rules in protecting your deposit. (Housing Act 2004, Section 214 [4]).

Important Note: *It is a good idea to enquire about which Tenancy Deposit Scheme (TDS) your landlord is a member of **before** handing over your money or signing a contract. These schemes allow your deposit to be protected and they can even help resolve deposit disputes at the end of a tenancy!*

The Director of Dispute Resolution at TDS gave this insight into the process of dispute resolution:

TDS has two principal functions:

- To offer scheme users a means of protecting deposits, in order to comply with the law.
- Where it is needed, offer adjudication as a means of resolving deposit disputes without using the 'traditional' route of going to court. At TDS, this means 'adjudication'.

Adjudication is designed to be quicker and less complicated than going to court. This ensures that disputes are resolved fairly, quickly, and with little or no costs involved:

- The adjudicator works from the presumption that the deposit belongs to the tenant until a landlord can demonstrate a justified claim to it (the 'burden of proof' is therefore on the landlord).
- Adjudication is not mandatory and TDS needs the consent of both parties to act.
- TDS can only adjudicate once per deposit.

Continued...

Adjudication is an evidence based process, where the outcome to the dispute is decided by an impartial adjudicator. Their role is to make a fair, reasoned and independent decision about how the deposit should be paid out. There is no hearing or visit to the property, so the adjudicator must base their decision on:

- the statements, or arguments, put forward by the parties;
- the supporting documents (evidence) provided by the parties;
- their own practical experience and knowledge.

Inventory

You should record the condition of the property and its contents on the date that you move in by filling in an agreed inventory with your landlord.

It's important to take photos (time stamped) of the property and keep them safe with your written inventory so if a dispute arises over damages made to the property, you have a record.

When you move out, do the same - a written inventory and more photos! Inventory templates can be found online if your landlord does not provide you with one.



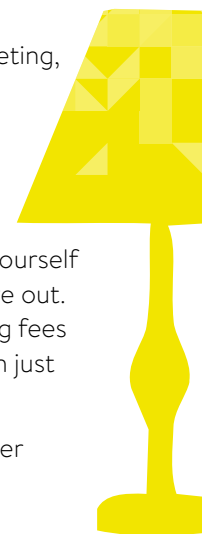
Managing your finances

A lot of students struggle managing finances and rent payments throughout their time at university.

Sometimes it can seem easier to ignore finances and not bother with a budget, but careful planning and thinking about how to manage your money will really help reduce stress and worry in the long run. Paying your rent on time is important, if you fail to, you will be breaking your agreement and could be evicted. Missing rent and bill payments could have an effect on your credit score which could impact future credit checks for the next property you rent, an application for a bank loan or credit cards.

Here are some tips from the [ARU Money Advice Service](#) for managing your finances:

- Budgeting is about balancing the money you have coming in against the money you need to spend. One of the biggest costs that most students have, when deciding to rent private accommodation, is the cost of rent. You need to consider what income you have and financial commitments that can't be reduced. Remaining money is for rent, bills, food, travel and books - anything left after that is for socialising, clothes and luxuries.
- **Check which bills are included** (if any) in the rent cost. When budgeting, add costs of bills such as heating, water, electricity, internet and contents insurance to monthly rent costs.
- Consider the distance you need to travel to university so that transport costs can also be added to your monthly budget.
- Remember that once you sign an agreement you are committing yourself to paying the rent for the term of that agreement, even if you move out. Private accommodation may involve a 12 month contract or holding fees to secure the accommodation over the summer period, rather than just covering the academic year.
- Gas and electricity bills may be considerably higher during the winter months so remember to budget for this.



- TV license - If a property is rented on a shared basis then only one TV license is needed, but if you have an individual tenancy for your room but share communal areas then you will need a TV license for each person in the house. Check what is needed in advance. If you go home for the summer you may be able to claim a pro-rata refund on your TV license for this time.
- Council Tax – Full-time students are exempt, but depends on the household if there is a bill. You can obtain a council tax exemption letter from the iCentre to give to the Council Tax Office.
- Contents insurance – it is sensible to protect your valuables and property so budget for contents insurance.



If you would like to discuss budgeting in more detail with a Student Money Adviser contact them by email at moneyadvice@anglia.ac.uk

If you would like to get tips on budgeting, and how to handle your money, the Money Advice Service have a free online system called [Blackbullion](#) that can help make your money go further - you can analyse your spending habits and improve your money management skills. Visit the [Money Advice Service website](#) for more information.

Protecting your money

Fraudulent letting agents are a minority in the private rented sector. For peace of mind, if you are registering with a letting agent, it is recommended that you check to see whether they operate a Client Money Protection scheme by visiting the agent's website and looking for a 'CMP' or 'Safe Agent' logo mark showing that an agent is committed to professional standards and uses client money protection.



If your agent is a member of an accredited scheme for example, RICS, ARLA, UKALA or NALS (as discussed on [page 10](#)) then they will have Client Money Protection.

Note: From 01 April 2019, it will be mandatory for all agents to operate a client protection scheme (*The Client Money Protection Schemes for Property Agents (Requirement to Belong to a Scheme etc.) Regulations 2018*).

Living in the property Q&A

Here are some frequently asked questions:

Do I need to get contents insurance?

- Yes, it is advisable to because your valuables will not be covered under your landlord's building insurance for the property.

Whose responsibility is it to carry out repairs to the property?

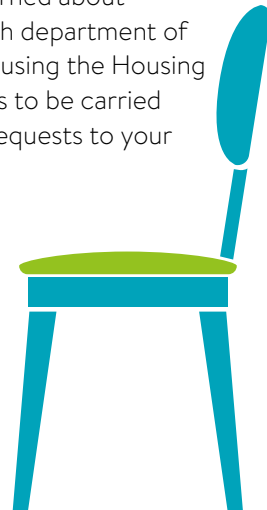
- Your landlord will be responsible for most repairs in your home including structural and exterior of the building, including drains, gutters, window frames and electrical wiring. [The Landlord and Tenant Act 1985](#) sets out the rights and responsibilities of both landlord and tenant. Section 11 of the Act sets out who is responsible for repairing a property whilst it is been rented. Your agreement may state that it is your responsibility to carry out other repairs or household upkeep, such as weeding. You should check to see whether you are happy with responsibilities stated in your agreement.

It's been several months since I asked my landlord to carry out repairs and nothing has been done. What should I do?

- If the property needs repairing or you find yourself concerned about specific hazards, you can contact the environmental health department of your local council. The department can do an assessment using the Housing Health Safety Rating System (HHSRS) and enforce repairs to be carried out by your landlord. Make sure you have a copy of your requests to your landlord in writing so you can use them as evidence.

My housemates leave the property untidy, I keep asking them to clean up after themselves but the problem doesn't seem to be improving. What do you recommend I do?

- It's a good idea to put together a cleaning rota that everyone has to stick to - even better, get everyone to sign it!
- It is also important to learn about other people's



cultures as this is one of the most enriching aspects of university life, but it can also cause misunderstandings when there are different traditions and ways of doing things. If you are encountering problems, for example food, hygiene, observance of religious practices, etc. discuss them with your housemates and be willing to compromise. You can always seek further advice and support from the [Students' Union Advice Service](#).

My landlord keeps showing up at the property regularly with no notice. Is this normal, I am sure I have heard that landlords are not allowed to visit the property any time they please?

- If you have a lease your landlord should give you a minimum of 24 hours notice before visiting the property unless it's an emergency such as a fire (Landlord and Tenant Act 1985, Section 11[6]). Remind them that they need to give you notice. You have a right to "quiet enjoyment" which means uninterrupted peace and enjoyment of the property, without disturbance.

My neighbours are noisy and I struggle to sleep on some nights, what can I do?

- [Report the noise to your local council](#), they will look into case and investigate the noise.

I am struggling to pay my rent, what can I do?

- Speak to [Money Advice](#) or [Citizen Advice Bureau](#) for guidance.

My landlord wants me out of the property before the tenancy end date, what do I do?

- If your landlord wants to evict you, they must do so by serving you with a "section 21 notice" (a court order) which is the legal requirement. It is illegal for your landlord to ask you to leave their property verbally or within an email without a section 21 order. Contact [ARU's Residential Service](#), [Citizen Advice Bureau](#), [your local Council's Housing Aid](#) or [Shelter](#) if this happens to you.



Tips when moving out of a rented property

Tidying and cleaning

Tidy and clean up before you leave the property. This will make a difference to the amount of deposit you get back. If the property is not sufficiently tidied and cleaned, your landlord may charge you for your failure to do so. In some contracts the landlord will always hire a professional cleaner to clean the property once you have moved out, check your contract to see whether a professional cleaner will be hired and how much you will be charged.

Top tips when moving out of a rented property:

- Make sure you have paid your rent for the final month and clear any rent arrears (you would be breaking your contract if you fail to).
- Clean the property properly - You can either clean it yourself or hire a professional cleaner. Always check your contract as some landlords include a clause on professional cleaning at the end of a tenancy. And take more photos (time stamped).
- Contact utility companies (gas, electric and water) and arrange for final readings to be taken if you pay your own bills.
- Try to arrange a moving out date where your landlord can be present to fill in a moving out inventory and agree any damages made to the property and potential costs of repairs. If you do not do this, your landlord may try to deduct money from your deposit to cover damages that already existed before you moved in which were not made by you.

TOP TIP

It would be a mistake to purposefully not pay your rent for the last month, refuse to clean, or even purposefully damage the property as a way to trip your landlord if you had a bad time during your tenancy. It's very likely that it will not work in your favour should you need to make a claim against your landlord for the non-return of your deposit or other issues related to the tenancy. Also remember to take time-stamped photos of the property before you leave in case of any disputes.

The return of your deposit (tenants)

Your landlord may deduct from your deposit if you have made damages to the property, are in rent arrears, or left the property unclean. You should receive your deposit back without delay after the end of your tenancy where there is no dispute or proposed deductions. If you ask your landlord for your deposit and it is not returned within ten days, you can ask the scheme protecting your deposit to resolve the dispute. Should a dispute arise, however, you should first try and reach an agreement with your landlord. You must contact the scheme to raise a dispute within three months from your tenancy end date. Find more info on [Deposit Protection Schemes](#).

TOP TIP

Maximise chances of getting your full deposit back by:

- 1.) Tidying and cleaning up before you leave the property.
- 2.) Reporting any need for repairs to your landlord as soon as possible because a minor repair could turn into a major repair.
- 3.) Seeking your landlord's permission as to whether you can make any internal changes to the property such as decorating.

Resolving a tenancy deposit dispute as a lodger

If you have a dispute with your landlord as a lodger and cannot agree, you **must** try to resolve through mediation or other forms of Alternative Dispute Resolution (ADR) before going to court based on [the Civil Procedure Rules](#). If you have tried to resolve the dispute through ADR and it remains unresolved, you can make a claim through a [small claims court](#).



TOP TIP

It's always a good idea to keep a record of your interaction with your Landlord. If you communicate with your landlord on the phone, keep a written record of the phone calls you have. You can even send an email after a phone call summarising what was discussed.

Remember to get in touch with [ARU's Residential Service](#), [Citizen Advice Bureau](#), and the [Students' Union Advice Service](#) if you have questions or need further advice!

Happy Renting!



Authored by Natalie Brown

Thanks to Michael Morgan, Director of Dispute Resolution at the Tenancy Deposit Scheme (TDS), ARU Money Advice team, ARU Residential Services Team and Toyin Davidson-Ero from Property Pillars for their contribution to the guide.

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