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ESSENTIAL ADVICE CHECKLIST



- » Read this guide and research the web links provided before beginning your search
- » Use the QM Private Lettings online property search to find rooms, flats or houses www.qmulstudentpad.co.uk
- » Shop around for good value and facilities
- » Try and meet the current residents, to check for suitability
- » Don't sign anything you don't understand, consult Housing Services for advice
- » Always get a copy of anything you sign!
- » Ask to see a current Gas Safe Register Certificate for all gas appliances (annual checks are required by law), if you are refused this – seek advice!
- » Check that at least one smoke alarm is installed on every storey of the rental property
- » Get landlord's viewing promises in writing (e.g. for extra furniture, decorating etc)
- » Ensure you have the landlord's home address and phone number, in case of emergencies
- » Insist on a full inventory check on moving in day, noting existing damage or disrepair (and take photos)
- » Report repairs immediately, confirm repair requests in writing



If you are unsure or have any concerns, email housingservices@qmul.ac.uk



WHERE SHOULD I LOOK?

QM PRIVATE LETTINGS

Housing Services provide an online property search facility for students and staff. All landlords are required to sign the QM Code of Practice for Residential Landlords. Most properties are advertised between May and October. Search available properties at: www.qmulstudentpad.co.uk

Main advantages: usually cheaper rents than via letting agents, direct dealing with the landlord (cutting out the 'middle man'), generally quicker response to repair issues and dispute intervention by the Housing Services team.

LETTING AGENTS

FURTHER INFO ON LETTING AGENTS CAN BE FOUND ON PAGES 19 AND 20

i Further detailed information and a list of agents who have signed our Code of Practice for Residential Letting Agents can be found at: www.residences.qmul.ac.uk/alternative/privaterenting/lettingagents

Main advantages: unlimited access to a large variety of properties, safety requirements and permission to let checks already done.

Disadvantages include: higher rents, possible delays in repairs while liaising with landlords to authorise funding, and a UK based guarantor requirement.

STUDENT SHARE MESSAGE BOARD

Our online Message Board allows QM students to get in touch with other QM students who are looking for accommodation. You can place an advertisement if you have accommodation to let within a house-share, or if you are looking to find a room in a house-share at: qmul.studentpad.co.uk/MessageBoard

WORD-OF-MOUTH REFERRAL

Ask around when chatting to colleagues, another student's referral will give you invaluable information on the landlord, the neighbours, general safety of the area and suitability of the property. It could save you a lot of time and money when searching.



INDEPENDENT STUDENT HOSTELS

Many hostels apply an eligibility criteria offer for housing (e.g. those who hold specific religious beliefs, music students, and postgraduates with small families, etc). Search for hostels at:

www.residences.qmul.ac.uk/alternative/hostels

INTERCOLLEGIATE HALLS

These halls are owned by the University of London, located in Central London and convenient for students studying at Lincoln Inn Fields and Charterhouse Square. They are also within an easy commute to Mile End and Whitechapel campuses.

i Further information can be found at:
halls.london.ac.uk

PRIVATELY BUILT HALLS OF RESIDENCE

There are an abundance of privately built student housing schemes in London, many located close to QMUL. They are built to a very high standard (with the majority of rooms being en-suite or studio style), which is reflected in the price. Most private halls of residence offer 50/51 week contracts, some shorter term contracts may be available, but these will be at a higher cost.

i Always check the hall you choose is signed to the ANUK Code of Standards at: www.anuk.org.uk

There are also some non-profit organisations providing affordable, secure accommodation but these get booked up very quickly.

i A list of local private halls can be found at:
www.residences.qmul.ac.uk/alternative/privatehalls

NEWSPAPERS AND WEBSITES

You can find accommodation through dedicated property websites, many of the adverts have been placed by letting agents or by 'virtual agents' who have no actual business premises. You must research properties found on websites very carefully – don't become a victim of a property scam! The warning signs are: low rents, requests for a deposit before viewing the property or seeing the contract, requests for money transfers via Western Union or similar.

- » uk.easyroommate.com/Student-Accommodation
- » loot.com
- » www.onthemarket.com
- » www.rightmove.co.uk/student-accommodation.html
- » student.spareroom.co.uk
- » www.zoopla.co.uk

If something sounds too good to be true, it usually is!

HOMESTAY AGENCIES

Housing Services lack the resources to match students with host families, but there are many specialist agencies that do. Homestay is popular with overseas students wishing to live as part of a family to improve their English language, or those looking for short term accommodation within a home setting. The main advantage is you don't have to commit to a long stay, so if the arrangement isn't working you can move on quite easily. A list of homestay agencies can be found at:

www.residences.qmul.ac.uk/alternative/homestay

i If you are unsure about how, when or where to look, do not hesitate to contact
housingservices@qmul.ac.uk



GENERAL INFORMATION



INTRODUCTION

Unlike many areas in London, east London doesn't have a major accommodation shortage. Affordable student housing will be in ex-local authority flats or older style terraced houses within walking or easy travelling distance to QMUL. The majority of properties are advertised between May and October.

- » Don't search too early – start looking 4–6 weeks in advance of moving in.
- » If you are well organised and have 'done your homework' on your preferred area, it should only take a couple of weeks to find something suitable.
- » Check the location and commute time to QMUL before arranging any viewings.
- » Ensure you have a set budget for rent and stick to it. Do not get carried away booking a property you cannot afford.
- » Try to negotiate on the rent cost, you may get it cheaper than advertised.
- » Do not pre-book long term private housing from overseas (unless it is a privately built hall), you need to be in London to view properties. Housing Services **cannot** pre-book private accommodation on your behalf. Consider short stay accommodation, while you search for permanent housing.
 - ⓘ Information on short stay accommodation can be found at: www.residences.qmul.ac.uk/alternative/shortstay
- » For safety reasons, avoid going to property viewings alone.
- » If you are renting in a group, why not consider a 'house-mate agreement', which can reduce the risk of inter-tenant friction/issues during the tenancy relating to; the sharing of bills, cleaning duties, noise levels and frequency of overnight guests etc?
- » Don't forget to organise insurance for your own personal possessions.

NOTES FOR YOUR GUIDANCE AND PROTECTION

» **Always** find out the essential basic info:

- The landlords/owners contact details?
- The rent cost?
- The contract length?
- Frequency of rent payments (weekly, monthly, termly)?
- The amount of deposit and how it is protected (At the time of writing, the maximum deposit cannot exceed one sixth of the annual rent of the property which is no more than two months' rent)?
- Is there the option to give notice to quit?

» **Always** request and keep a copy of any signed agreement made.

» **Always** insist on a rent book or dated receipts for any monies paid. If you pay by cheque, debit card, standing order or direct debit your bank statement will be your receipt.

» **Always** ensure, if possible, that any agreement you sign contains a break clause so that the tenant, as well as the landlord, may terminate the agreement by giving notice. Notice must be given in writing on a rent payment day. If an agreement does not contain a 'notice to quit clause' you will be **held liable for rent for the whole period** of the tenancy agreement.

» **Always** check if you are required to supply a UK guarantor. As a student you are likely to need a guarantor to underwrite your rent (this is usually a parent or guardian). If you are not able to supply a UK guarantor you may be asked, in some cases to pay between 3 to 6 months' rent in advance.

ⓘ Further information can be found at: www.residences.qmul.ac.uk/alternative/privaterenting/links

» **Always** request the name and address of the property owner. You have a legal right to know this (even if you rent the property through an agent) under the Landlord and Tenant Act 1985 Chapter 70 Section 1. You can find out who owns the property from your local Land Registry Office at: www.landregistry.gov.uk/public/property-ownership

- An online search only costs £3
- Search using the full address and postcode
- If there is a choice between 'Leasehold' and 'Freehold', choosing 'Leasehold' will show who is eligible to rent the property to you
- Where there is only 'Freehold' available, this will be the property owner

If your prospective landlord is not the property owner, ask for proof that they have the authority to let to you.

i Further information can be found at: www.residences.qmul.ac.uk/alternative/privaterenting/links

» **Always** use the Rogue Landlord and Agent checker to see if the landlord or agent has been caught breaking the rules in London via the Mayor of London's Rogue Landlord or Agent Checker. This checker contains information about private landlords and letting agents who have been prosecuted or fined by a London Borough. www.london.gov.uk/rogue-landlord-checker

» **Remember** as a full-time registered student you are **exempt** from paying council tax, but only if you provide a copy of your tenancy agreement and student attendance certificate (obtained from the Student Enquiry Centre) and send it to the relevant local authority.

A number of local authorities accept exemption lists directly from QMUL. Please ensure that your term time address is up to date in MySIS.

i Further information on council tax exemption letters can be found at: www.arcs.qmul.ac.uk/students/finances

MANAGING YOUR MONEY

Plan a realistic budget, which needs to include all of your income and all of your costs. Welfare Advisers in the Advice and Counselling Service give free, confidential, one to one, financial advice to all current and prospective QMUL students. This includes: helping you to plan a budget, checking your eligibility for financial support, hardship funds and bursaries, applying to trust and charities, dealing with debt, welfare benefits and Council Tax problems.

i Useful information can be found on their website, including a downloadable budgeting form at: www.welfare.qmul.ac.uk

If you are a group of friends renting a whole property, why not consider opening a household bank account and contributing a regular amount, so that all rent, bills and general household purchases (online shopping) can be paid for centrally.

IMMIGRATION CHECKS (RIGHT TO RENT)

From February 2016, landlords and letting agents are required to carry out checks relating to the immigration status of their tenants.

Landlords will ask all tenants, whether they are from the UK, EU or elsewhere in the world, and to provide certain documents to prove they have a right to rent in the UK. They will have to view original documents, such as your passport or biometric immigration document and keep copies of these.

i Further information can be found at: www.welfare.qmul.ac.uk/housing/landlord-immigration-checks

USEFUL RESOURCES

NUS READY TO RENT

Free resources and guidance to help you understand your rights and responsibilities as tenant living in rented housing.

i Further information can be found at: readytorent.nus.org.uk

TOWER HAMLETS PRIVATE RENTERS' CHARTER

If you rent a room, a flat or a house in Tower Hamlets, this charter sets out standards the law demands from all private landlords and agents.

i Further information can be found at: www.towerhamlets.gov.uk/ignl/housing

HOW TO RENT: THE CHECKLIST FOR RENTING IN ENGLAND

The Government has also produced a guide for people who are about to rent a house or flat.

i Further information can be found at: www.gov.uk/government/publications/how-to-rent

i If you have any queries, need advice or further information contact housingservices@qmul.ac.uk



INSPECTING A PROPERTY

INSPECTION CHECKLIST

If you are viewing properties during the summer, when days are sunny and warm, try to imagine the same property on a grey, wet day in November to alert you to any potential problems in the future. If you can see evidence of mould in a bathroom or kitchen on a hot July day, it will be significantly worse in winter and a potential health risk. It is also advisable if you view during the day, to go back at night and see if the street is well lit and how safe it appears. It's easy to 'fall in love' with a property with huge rooms and a garden, but think of the cost to heat those rooms, and if you are prepared to spend every weekend gardening?

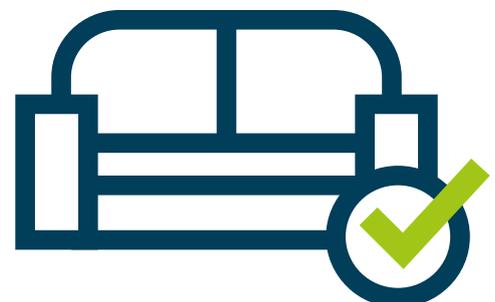
Things to check:

- » Does the roof look sound, or is there broken guttering or missing slates?
- » Are the door and window frames sound, or is the timber rotting?
- » Are the windows double-glazed (this will reduce energy bills and offer soundproofing)?
- » Are the doors and windows fitted with adequate locks and/or security grilles/gates?
- » Is there a burglar alarm (student houses are targets for thieves during long vacations)?
- » Does the property have sufficient furniture for all the prospective tenants?
- » Is the furniture in good condition and fire resistant (look for safety regulation labels)?
- » Is there adequate storage space?
- » Are the carpets and curtains in good condition?
- » Is there adequate ventilation and extractor fans in the kitchen, bathroom and toilet?
- » Is there any evidence of damp, mould or condensation?

- » Does the toilet flush properly, or are there signs of leakage?
- » Is there clean, undamaged sealant around the bath or shower?
- » Are there cracks in the sink or bath?
- » Does the bathroom have easy clean flooring?
- » Does the shower work, test it (just because it's there, doesn't mean it works!)?
- » Do all the fires/radiators work properly?
- » Is there central-heating (most cost effective) or electric fires (very costly)?
- » Does the landlord have an up to date Gas Safe Certificate for all gas appliances?
- » Do all the electrical appliances work (don't assume they do)?
- » Is there at least one smoke alarm installed on each storey of the rental property?
- » Are there any fire extinguishers or fire blankets in the house?

Try to concentrate on these key health and safety issues when inspecting a property.

- ⓘ A property inspection checklist that you can download and take along to viewings can be found at: www.residences.qmul.ac.uk/alternative/privaterenting/links



PROMISES, PROMISES

If the landlord promises to do repairs, decorating or provide additional furniture or appliances, make sure this is documented. These promises are often made to encourage you to take the property, but often never materialise. List the repairs or work to be done with an agreed completion date signed by the landlord/agent, because this will assist in negotiating compensation or a rent reduction, if the works are not done.

IMPORTANT SAFETY ISSUES

Landlords have a statutory duty to have all gas appliances checked annually by a Gas Safe registered engineer. Following the check a certificate is issued, which should be on display in the property or to show to potential tenants.

All remedial/repair work on gas appliances must be carried out by a Gas Safe registered engineer, ask to see their Gas Safe photo ID card. If you believe an unregistered person is repairing a gas appliance, or if your landlord refuses to show you a valid certificate, call the Health and Safety Executive advice line on **0800 300 363**.

i More information can be found at: www.gassaferegister.co.uk

The Smoke and Carbon Monoxide Alarm (England) Regulations 2015 require a landlord to have at least one smoke alarm installed on each storey of a property. Carbon monoxide alarms are also required in rooms where solid fuel appliances are installed.

i More information can be found at: www.gov.uk/government/publications/fire-safety-for-students-in-rented-accommodation

All furniture must comply with the Furniture and Furnishings (Fire Safety) Regulations 1988 and should carry a manufacturer's label stating that it complies and a warning 'Carelessness Causes Fire'. A landlord can be fined for any furniture that does not comply.

Landlords can also have certificates of electrical safety from either the NICEIC (National Inspection Council for Electrical Installation Contracting) or the ECA (Electrical Contractors Association) to prove that electrical wiring and installations are safe. These certificates are usually valid for five years before re-inspection is required.

i More information can be found at: www.hse.gov.uk/electricity

Landlords letting a self-contained property will also need to provide tenants with an Energy Performance Certificate (EPC). This certificate contains information about:

- » energy use and typical energy costs for the property
- » how to reduce energy use and save money

From April 2018, all rental properties must have a minimum EPC rating of 'E'. Initially this rule will only apply to new tenancies and renewals. Therefore any homes rated 'F' or 'G' must be improved or taken off the rental market.

Landlords also have extra responsibilities if the property is defined as a **house in multiple occupation (HMO)**. At the time of writing this guide, the Government have proposed changes to the current legislation of mandatory HMO licensing.

i Further information on current HMO legislation can be found at: www.residences.qmul.ac.uk/alternative/privaterenting/links

Several London local authorities have introduced selective licensing for all privately rented properties within a specific area.

i Further information can be found at: www.londonpropertylicensing.co.uk

If you have any concerns over gas, electrical, fire or furniture safety, contact housingservices@qmul.ac.uk



TENANCY AGREEMENTS



Never sign a contract which you do not understand!

You are legally entitled to seek advice before signing. Housing Services offers a free contract reading service, and will advise you on any unfair clauses, your main legal responsibilities as a tenant and notice to quit options.

i A contract checklist can be found at:
www.residences.qmul.ac.uk/alternative/privaterenting/links

Always get a copy of any agreement you sign; you are legally entitled to this.

All tenancies are **Assured Shorthold Tenancies (ASTs)** unless the landlord serves a notice specifically saying that it is not. The AST comes in two forms:

- » Joint Tenancy
- » Individual Tenancy

Other forms of agreement include:

- » Statutory Periodic Tenancy (this is when the fixed term AST tenancy is allowed to run on beyond the expiry date of the original tenancy, and no new tenancy has been signed).
- » Excluded lettings/licences.

ASSURED SHORTHOLD TENANCIES – A GENERAL GUIDE

This is the standard agreement used by landlord/agents. It entitles the landlord to regain possession at the end of the fixed term, as long as he has correctly served a written Section 21 Notice to quit.

i Further information on Section 21 Notices, can be found at: www.residences.qmul.ac.uk/alternative/privaterenting/links

ASTs are usually for a period of between 6 and 12 months. Unless there is a specific clause in the contract which allows the tenant to give notice, the tenant is bound into the contract for the whole of the fixed term and liable for the rent, whether in occupation or not (or until a suitable replacement is found). If the contract allows the tenant to give notice, the usual period of notice will be two months. Giving notice cannot usually be exercised until after the first six months of the contract has elapsed, but again only if stated in the contract.

Once a rent level has been agreed, it will remain the same for the duration of the tenancy unless a rent review clause has been written into the contract.

If the tenancy is not properly terminated (e.g. the correct period of notice isn't given on the correct day) or renegotiated and renewed, but allowed to run on, it will become a Statutory Periodic Tenancy. You are advised not to sign an AST, unless the period covered by the agreement is the same as the period you intend to live in the property.

JOINT AST

If a group of friends rent a property together, they will **all** be named on the one contract and this will be a joint tenancy. The implication is that they are **jointly liable for the full rent on the whole property**. If one or more tenant(s) move out, the remaining tenants will be responsible for the full rent on the property, not just their own share. The landlord is entitled to collect the shortfall in rent from the remaining tenants. If a tenant wishes to leave, the best solution is to find a replacement tenant. If a replacement is found everyone (the departing tenant, remaining tenants, replacement tenant and landlord) should then sign an assignment document. This will allow the existing contract to continue under the same terms and conditions, just with different people. The outgoing tenant will then be completely released from the contract. There will usually be a fee involved particularly if you are renting through a letting agent.

INDIVIDUAL AST

If you live in a property with other tenants, who did not move in as a group of friends, then you will be required to sign an individual AST for the room. Therefore you are only liable for the rent of your room. You have no say in who lives in the property with you, so inter-tenant disputes can be more frequent and the landlord can have free access to the communal areas of the property (which reduces privacy). Always ensure your room has a lockable door before you sign this type of agreement. This type of tenancy **can only be given if the landlord is not a resident in the property himself**, otherwise you will have a licence or excluded letting.

STATUTORY PERIODIC TENANCY

When a landlord does **not seek possession at the end of the fixed term of the AST**, or did not do so in the proper manner, the letting becomes a periodic tenancy. The tenant has the right to remain, as long as the terms of the original agreement are adhered to. The new period of tenancy equals the frequency of rent payments. The rent levels agreed at the beginning of the original AST will remain fixed for the first 12 months, after this rents can be increased and new terms proposed. The period of notice required is the same as the period between rent payments, which is usually four weeks. It can be terminated by landlord or tenant, in writing and should expire on a rent payment day.

EXCLUDED LETTINGS/ LICENCES

If you live with a landlord you are excluded from protection of eviction and your rights are extremely limited. You are regarded as a lodger in the property and the landlord is only expected to give you 'reasonable' notice to quit if they want you to leave. If you pay rent monthly 'reasonable' notice would be 28 days.

IMPORTANT NOTES

Always request the following information; the date the tenancy commences, when the rent is payable and the dates it is due, the length of the fixed term, and the rent review process. This information is a requirement by law for all Assured Shorthold Tenancies.

Do not sign if you are in any doubt over the contents of a tenancy, or your obligations.

Always get a copy of any tenancy agreement you sign!

Remember whatever agreement you sign, if you refuse to move, a court order must be obtained to evict you.

Never leave your property or think you can terminate your contract, without seeking advice, even though you feel it is justified. Breach of contract is a serious issue and you could be taken to court.

NB: The above information is offered for your guidance only, ultimately a court of law will rule on the validity of any agreement or grounds for eviction.

If you have any questions or concerns, contact housingservices@qmul.ac.uk



DEPOSITS



Do not confuse deposits and holding deposits. Holding deposits are paid to reserve a property while you negotiate the contract, arrange references and guarantors. A holding deposit is non-refundable if you change your mind and don't proceed with the letting.

WHAT ARE DEPOSITS?

When you rent in the private sector, you will be asked to pay a deposit. At the time of writing this guide a landlord can charge **no more than one sixth of the annual rent** (maximum two months). Most landlords request the equivalent of between 4–6 weeks rent.

In 2007 the Government introduced a Tenancy Deposit Scheme to help protect tenants deposits, full details can be found in the next section of this guide.

DETAILS OF THE TENANCY DEPOSIT SCHEME CAN BE FOUND ON PAGES 14 AND 15

Follow the step-by-step guide below to ensure you receive a full deposit refund.

Deposits are insurance against unreasonable acts of waste or damage by tenants. A distinction must be made between damage and reasonable wear and tear (i.e. decline in condition through use, especially furniture and fittings).

Your landlord is likely to withhold your deposit, or a proportion of it, for the following reasons:

- » rent arrears or other bills
- » to make good, or replace, damaged furniture or decor
- » cleaning costs
- » rubbish removal costs
- » to replace keys

Occasionally landlords will try to deduct money or fail to reimburse deposits unreasonably. To avoid this, follow these few simple procedures:

WHAT TO DO WHEN THE LANDLORD REQUESTS A DEPOSIT AT THE START OF YOUR TENANCY

- » Get a statement from the landlord/agent explaining what the deposit payment covers, if you receive a verbal explanation, ask for confirmation in writing and keep a copy.
- » Get a receipt for any deposit paid.
- » Ensure that a full inventory of furniture, fixtures and fittings is taken when you move in. Note any existing damage, outstanding repairs, damage to décor and level of cleanliness. Add photos of particular areas of concern. Both tenant and landlord should sign, date and keep a copy of this inventory.
- » If you rent through a letting agent they may use an independent company to provide the inventory, this will ensure impartiality, but there will be a charge for this service. Information about the inventory is managed can usually be found in the tenancy agreement.
- » If any repairs come to light as a result of your moving-in inventory, you should get the landlord/agent to give you the date that repairs or cleaning will be completed by. Request this in writing as evidence of what's been agreed.
- » If your landlord/agent fails to provide an inventory, you can do one yourself, ideally within 7 days of moving in. A copy should be sent to your landlord/agent, if they do not query the content, they are accepting it as a true statement of the condition of the property. An example inventory can be found at: www.residences.qmul.ac.uk/alternative/privaterenting/links
- » On the day you move in, take the utility readings (e.g. gas, electricity, water) and inform the utility companies of these readings. Ensure that all bills are put into the group's joint names, to avoid disputes when paying.

DURING THE TENANCY

- » The landlord should provide the necessary equipment to keep the property clean, if your vacuum doesn't work, report it and ask for a replacement. Non functioning equipment isn't an acceptable excuse for a dirty property, and you risk incurring cleaning costs.
- » It is important that every resident takes equal responsibility for sharing the housework. Compile a cleaning rota and stick to it. Remember to clean cookers, fridge-freezers, toilets, showers and baths regularly.
- » If breakages occur, report them to the landlord or try to replace the item yourself, this may prevent excessive charges being incurred for replacing relatively cheap items.
- » Respect the property and try not to be careless. Burn marks on carpets or damage to furniture could incur large deductions, as these are costly items to replace.

TOWARDS THE END OF THE TENANCY

- » Ask the landlord to inspect the property approximately three weeks before your tenancy ends, keep a copy of this request.
- » Prior to inspection, clean the property thoroughly (including windows, if possible).
- » At the inspection if the landlord is unhappy with anything, you can rectify the problem before moving out, and remove any reason for deductions.
- » Give two weeks notice to the utility companies and arrange meter readings on the day you move out, supply a forwarding address for the final bills and ensure they are settled promptly.
- » On moving-out day, the inventory should be re-checked, preferably while you are present and any discrepancies noted.
- » Return all sets of keys to the landlord/agent either in person or by registered post.

INSPECTION CHECKLIST

KITCHEN:

- » Ensure the hob, oven and grill are thoroughly cleaned
- » Empty fridge/freezer of all food, defrost freezer and clean
- » Empty all cupboards and clean

BEDROOMS:

- » Vacuum room (including under the bed)
- » Remove personal possessions and throw away rubbish
- » Remove all posters, Blu Tak etc from walls
- » Ensure curtains/blinds are clean and properly hung

BATHROOM:

- » Clean toilet, sink and bath/shower (de-scale shower head)
- » Clean all surfaces thoroughly including the floor
- » Remove all toiletries and throw away rubbish

COMMUNAL:

- » Vacuum all communal areas
- » Wash all paintwork and ensure windowsills are wiped down thoroughly
- » Return furniture to the original location when the tenancy began
- » Empty all bins and throw away rubbish

WHAT TO DO IF THE LANDLORD DOES NOT RETURN YOUR DEPOSIT

Under the Tenancy Deposit Scheme, if you do not receive a refund of your deposit or are in dispute over the amount being refunded, you should contact the Alternative Dispute Resolution Service.

FURTHER INFORMATION ON THE ALTERNATIVE DISPUTE RESOLUTION SERVICE CAN BE FOUND ON PAGES 14 & 15

If you have any questions or problems on deposit refunds, Contact housingservices@qmul.ac.uk



TENANCY DEPOSIT SCHEMES

WHAT IS THE TENANCY DEPOSIT SCHEME?

It is a key consumer-protection measure, to prevent landlords wrongly withholding part or all of a tenant's deposit. It also offers simple dispute resolution and helps to raise standards in the private rented housing sector.

i Further information can be found at:
www.gov.uk/tenancy-deposit-protection

WHAT DEPOSITS ARE PROTECTED?

The Tenancy Deposit Scheme applies to all Assured Shorthold Tenancies where a deposit is taken, and the annual rent is less than £100,000.

HOW WILL THE SCHEME RUN?

There are two types of scheme: a custodial scheme and an insurance-based scheme.

CUSTODIAL SCHEMES

There are three custodial schemes:

- » **Tenancy Deposit Solutions Ltd (TDSL)**
www.mydeposits.co.uk
- » **The Tenancy Deposit Scheme Custodial (TDS)**
www.tenancydepositscheme.com
- » **The Deposit Protection Service (The DPS)**
www.depositprotection.com

This service is free to use and open to all landlords and letting agents. The service is funded entirely from the interest earned from deposits held.

INSURANCE-BASED SCHEMES

There are three insurance-based schemes:

- » **Tenancy Deposit Solutions Ltd (TDSL)**
www.mydeposits.co.uk
- » **The Tenancy Deposit Scheme (TDS)**
www.tenancydepositscheme.com
- » **The Deposit Protection Service (The DPS)**
www.depositprotection.com

Under an insurance based scheme the landlord or letting agent continues to hold the deposit, but any failure on their part to repay it to the tenant, will be covered by the scheme's insurance arrangements. To avoid disputes having to go to the courts, these schemes will be supported by an Alternative Dispute Resolution (ADR) – although the use of this will not be compulsory. The ADR service will be free of charge to landlords and tenants.



WHAT ARE THE LANDLORD'S DUTIES?

A landlord **must** protect your deposit by registering it with either a custodial or insurance based scheme. Details of how the deposit is being protected (e.g. which scheme has been chosen) **must** be supplied to the tenant **within 30 days** of the deposit being paid.

This information must include:

- » the address of the rented property
- » the amount paid
- » how the deposit is protected
- » the name and contact details of the TDP scheme and the dispute resolution service
- » the name of the landlord/agent and contact details
- » the name and contact details of any third party who paid the deposit
- » the reasons for withholding some or all of the deposit
- » how to apply to get the deposit back
- » what to do if you can't get hold of the landlord at the end of the tenancy
- » what to do if there is a dispute

What can be done if the Prescribed Information is not provided within the 30 days:

- » tenants will be able to make a claim from 31 days after deposit payment, if the requirements relating to protection have not been met. The claim will be for the return of the full sum of the deposit along with a penalty of between one and three times the sum of the deposit, to be awarded at the discretion of the Court.
- » a claim can still be made even if the deposit has been protected after 30 days, although the courts will then take the fact that protection has occurred into account when deciding what level of penalty to impose.
- » if a landlord fails to meet the initial requirement to register the deposit on the TDS tenancy database, no Section 21 Notice can be served until either the landlord returns the deposit to the tenant in full or with such deductions as the tenant agrees; or if the tenant has taken proceedings against the landlord for non-protection and those proceedings have been concluded, withdrawn or settled (e.g. by the court awarding damages being the return of the deposit or a fine not more than three times the value of the deposit).

- » if a landlord fails to serve Prescribed Information, they cannot serve a Section 21 Notice until the Prescribed Information has been served – but this can be more than 30 days after receiving the deposit.
- » tenants can make an application to a County Court for a penalty award even where the tenancy has ended.

WHAT WILL HAPPEN WHEN MY TENANCY AGREEMENT ENDS? HOW WILL I GET MY DEPOSIT BACK?

Under the **custodial scheme**: if tenant and landlord notify the scheme administrator they are in agreement that; either the whole deposit is to be returned to one party, or part of the deposit is to be returned to both parties, and the scheme administrator is satisfied that such an agreement has been reached, the scheme must pay out in accordance with the agreement. The deposit will be repaid directly to the tenant (including some interest accrued) within 10 days of receiving notification of agreement.

If no agreement is reached the scheme will retain the deposit until either the tenant or landlord obtain a final decision (either by ADR or court decision specifying the proportion of the deposit to which each is entitled. The scheme administrator will then pay out in accordance with the decision within 10 days.

Under the **insurance-based schemes**: the landlord retains the deposit and only transfers it into a scheme if there is a dispute with the tenant. The scheme will then hold the deposit (or the amount in dispute) until the dispute is settled. When the tenant and landlord reach agreement (perhaps through ADR) or a court decides the amount of deposit to which each party is entitled, the administrator will distribute the amount to the relevant party within 10 days. If there is no dispute the landlord will repay the deposit directly to the tenant. No interest is paid on deposits held under an insurance-based scheme.

In the case of disputes involving either scheme where the tenant or the landlord do not agree to use the ADR service, then the dispute will usually go to the County Court.

If you have any questions, contact housingservices@qmul.ac.uk



YOUR RIGHTS TO REPAIR

Most landlords ensure that their property is maintained to a reasonable standard and comply with any statutory requirements. A minority are reluctant to carry out repairs, even though it is their responsibility, because of the cost.

WHO IS RESPONSIBLE FOR REPAIRS?

The law is complicated and depends partly on your tenancy agreement and partly on statutory and common law (Landlord and Tenant Act 1985, Sections 11–16). The landlord is responsible for the provision and state of repair of the following (even if the tenancy agreement may imply some responsibility is yours):

- » repairs to the structure and external elements of the dwelling
- » the installations for the supply and use of water, gas and electricity
- » the installations for personal hygiene, sanitation and drainage
- » the installations for food safety
- » the installations for ventilation
- » the installations for space heating and water heating

This includes repairs to the roof, walls, floors and windows, upkeep of the outside of the building including gutters, pipes and drains, repair of plumbing and sanitary equipment (baths, toilets, sinks and basins) and repair of installations such as electrical wiring, gas piping, fixed heaters and water heaters. Tenants are responsible to ensure they use the property in a reasonable manner (e.g. ensuring their guests do not damage the property, carrying out minor maintenance like unblocking sinks themselves, keeping the property clean and being responsible for maintaining internal decoration, test smoke alarms on a regular basis and change batteries when required, change lights bulbs).

HOW DO I GET MY LANDLORD TO CARRY OUT REPAIRS?

Report faults immediately. **Always** follow up repair requests in writing, stating clearly the nature of the problem and the inconvenience caused. Make sure you date and keep a copy of any communications sent (in the case of serious disrepair, photographic evidence is a useful back-up if a problem remains unresolved, or you wish to claim compensation, or take the landlord to court). Your landlord has limited rights of access to your house, ask them to contact you and arrange a time to inspect/carry out the repairs.

HOW LONG SHOULD I GIVE THE LANDLORD TO CARRY OUT REPAIRS?

Be realistic in your expectations. You can expect to wait 21 days for a non-urgent repair (e.g. broken wardrobe door, tap-washer replacement, additional window locks etc). Urgent repairs causing great inconvenience or posing a hazard to health (e.g. water dripping through overhead light fittings or a leaking toilet) should be completed in one or two days. If in doubt, seek advice from Housing Services.

WHAT SHOULD I DO IF MY REQUEST IS CONTINUALLY DELAYED OR IGNORED?

If no action is taken in response to your first communication, send a second stating that unless the repair is undertaken within 7–14 days you will take the matter further. If this letter receives no response, there are three main remedies;

- » Using the rent to pay for repairs
- » Using the local Environmental Health Department
- » Taking the landlord to court

USING THE RENT TO PAY FOR REPAIRS

Tenants may feel entitled to withhold rent if the landlord fails to carry out repairs – do not rent strike! You should inform the landlord of your intention to use the rent to pay for the repairs in writing. Obtain three estimates for the cost of repairs, send copies of the estimates to the landlord with a ‘final warning’. After the warning period has expired instruct the lowest estimate contractor to proceed with the work, submit a copy of the invoice to the landlord, if he fails to reimburse, pay the contractor yourself and deduct the cost from future rent. If followed correctly this procedure will give you complete protection against any landlord action for rent arrears.

The main **advantage** is a no-nonsense direct action approach to the problem. The **disadvantages** include the landlord using delaying tactics and tenants having the ability to pay for the repairs initially.

Always seek advice from Housing Services before taking this action.

TWO IMPORTANT POINTS TO REMEMBER

- » You have no legal rights to rent strike as a protest against the landlord’s failure to do repairs. Rent arrears of 8 weeks or more will give the landlord mandatory grounds for re-possession and you may lose your home.
- » You cannot move out of the property because of the landlord’s failure to do repairs. You can only leave without the landlord taking action for breach of contract, if the Environmental Health Office of your local authority declare the property to be ‘unfit for human habitation.’ This means where the disrepair is so serious as to make the property uninhabitable under Part III of the Environmental Protection Act 1990. This will entitle you to repudiate the contract because of a landlord’s fundamental breach of contract.

ENVIRONMENTAL HEALTH DEPARTMENT OF THE LOCAL AUTHORITY

Your local EHO has powers to take action against the landlord for certain disrepair and related problems (including infestations). The risk assessment tool used to assess potential risks to the health and safety of occupants is the Health and Safety Rating System.

i A copy of the HSRS can be found at: www.communities.gov.uk/documents/housing/pdf/150940.pdf

Environmental Health has a variety of powers to compel landlords to bring properties up to a reasonable standard. If they are satisfied a problem exists, they can issue a formal notice of what repairs are required. If the landlord fails to comply, the Local Authority have the power to do the works by default and charge the landlord the full cost. If you request a visit by Environmental Health, an officer should inspect the property within a few days (although it may take longer depending on their work load) to evaluate the problem and decide on the appropriate way forward.

Advantages include; a high standard of work, no cost to the tenant and a systematic survey of other items of disrepair/unfitness.

Disadvantages include; the repairs taking a long time while the legal process is followed, landlords appealing against the notice and using delaying tactics. If you wish to find out details on how to contact your local EHO, please ask Housing Services.





PESTS

If you are having problems with mice, rats, cockroaches, bed bugs or any other pests in your home it could be your responsibility to take steps to deal with the problem.

The question of who is responsible for dealing with the infestation, and paying for the eradication, depends on certain circumstances including:

- » whether there is anything relevant in the tenancy agreement
- » whether the property was infested before the tenant moved in, or was caused by a structural defect or disrepair, in which case the landlord may be liable, or
- » whether the infestation may have resulted from some act or omission by the tenant, in which case the tenant may be responsible for dealing with the problem.

If the cause and timing of the infestation is unclear, it may be possible for the parties to agree to divide the cost of dealing with it. There is no legislation or common law duty that specifically requires landlords to rid their properties of vermin, so in the absence of any express term in the tenancy agreement the tenant may have to request assistance from the local authority. Depending on the circumstances, local authorities may look to the tenants or landlord to take action and pay for the eradication of the pests.

TAKING THE LANDLORD TO COURT

Tenants ask the Court to issue an order of specific performance (Landlord and Tenant Act 1985 Section 17) instructing the landlord to carry out the repairs. You will require the services of a solicitor. If you have suffered any financial loss or inconvenience, you may be awarded damages. Keep a record of any losses including receipts, heating bills, photographs of the damage etc.

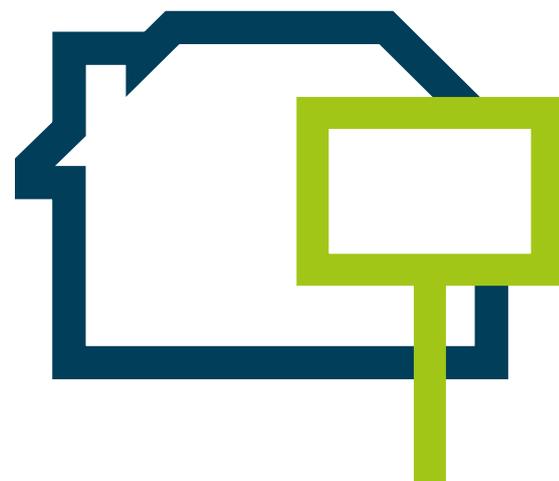
Advantages are that court orders must be obeyed and there is the possibility of recovering damages/compensation. The main **disadvantage** is the procedure leading to court action may take several weeks and the cost of a solicitor (if you are not eligible for legal aid).

USEFUL TIP

Ask your landlord to provide a list of preferred contractors contact details. You should only call a contractor yourself if you have pre-agreed this with your landlord and only for emergencies when the landlord is not available and the property could suffer severe damage without action being taken.

If you have any queries, need advice or further information, contact housingservices@qmul.ac.uk

LETTING AGENTS



BEST PRACTICE GUIDANCE

Agents are not government regulated, but they can join one or more of the following associations whose aim is to promote a high standard of service and code of conduct for letting agents. We **do not** recommend you use an agent who does not have membership to one of the associations below. Check the agent for membership on the following websites:

- » ARLA – www.arla.co.uk
- » GPEA – www.guildproperty.co.uk
- » LLAS – www.londonlandlords.org.uk
- » NALS – www.nalscheme.co.uk
- » NAEA – www.naea.co.uk
- » RICS – www.rics.org
- » UKALA – www.ukala.org.uk

Advantages of using an agent include: access to a large number of properties, providing more choice and properties should have had the necessary minimum health and safety checks completed.

Possible disadvantages: higher rents (agents are motivated to achieve maximum rents to increase their commission), currently no cap on fee levels, no government licensing (enabling disreputable agents to operate) and delays in response to repair issues while the agent seek authorisation from the owner. In agent managed properties tenants are sometimes unclear who actually owns the property. It is your legal right to know this. If this is not stated on your contract, write to the agent, withholding this information is an offence under the Landlord and Tenant Act 1985 Chapter 70 Section 1.

You can find out who owns the property from the Land Registry Office for a fee of £3 at:
www.landregistry.gov.uk/public/property-ownership

FEES

It is illegal for an agent to charge a fee purely for property information or to register with them. Currently all agents charge administration fees (e.g. for drawing up tenancy agreements, taking up references, guarantor checks or inventories) when a suitable property has been found. The government is proposing a ban on agent fees, but no date has been published to introduce this.

The Consumer Rights Act 2015 makes it a legal requirement for letting agents in England to publicise details of their fees (inclusive of VAT). All letting agents must display a comprehensive lists of fees, penalties and charges in their offices as well as on their website. Always ask to see this information.

When you reserve a property you will be asked to pay a **'holding' deposit** (usually the equivalent of 1–2 weeks rent), which will ensure the agency stops marketing the property to other potential tenants. It is **non-refundable** so if you change your mind and decide not to proceed you won't get your money back. Always ask to see any terms and conditions regarding the payment/refund for the management of holding deposits. Don't pay a holding deposit until you have seen a sample contract and checked it through for any unfair terms. It is usually deducted from the 1st months' rent, if you proceed with the letting.





You will also have to pay one month's rent in advance and the equivalent of one month's rent as a damage deposit. Students will also be required to provide guarantors to underwrite the rent (this is usually a parent or guardian). Students who are not able to provide rent guarantors (who are resident in the United Kingdom) may be asked to pay advance rent of up to 6 months.

i Further information can be found at:
www.residences.qmul.ac.uk/alternative/privaterenting/lettingagents/index.html

Remember to read all documents carefully before signing or paying any money, and ask for a receipt for any payments made. If in doubt, do not sign.

REDRESS SCHEMES

Agents and property managers must be a member of a government approved redress scheme. These schemes provide a free, independent service for resolving complaints between letting agents and their tenants or landlords. It's a criminal offence for a letting agent not to be a member of a redress scheme and a local authority can issue a fixed penalty fine of up to £5000.

There are three government-approved redress schemes:

- » **The Property Ombudsman (TPO)**
www.tpos.co.uk
- » **The Property Redress Scheme**
www.theprs.co.uk
- » **Ombudsman Services**
www.ombudsman-services.org
(withdrawing from 6/8/18)

CLIENT MONEY PROTECTION SCHEMES

Is the agent a member of a client money protection scheme? These schemes give landlords and tenants confidence that their money is safe when it is being handled by an agent. Where an agent is a member of a client money protection scheme, it enables a tenant, landlord or both to be compensated if all or part of their money is not repaid. At present, it is voluntary for an agent to be a member of a scheme, however at the time of writing the Government is seeking to make this a mandatory requirement for all agents.

ROGUE LANDLORD AND AGENT CHECKER

You can also check to see if the agent has been caught breaking the rules in London via the Mayor of London's Rogue Landlord or Agent Checker. This checker contains information about letting agents who have been prosecuted or fined by a London Borough.
www.london.gov.uk/rogue-landlord-checker

i Further information can be found at:
www.residences.qmul.ac.uk/alternative/privaterenting/links

Any queries or problems you experience regarding the services of any agent or alternatively if you would like to recommend a particularly good agent, contact housingservices@qmul.ac.uk

GETTING AND LEGAL ADVICE REPRESENTATION



GENERAL ADVICE

Always contact Housing Services in the first instance for any housing query.

Citizens' Advice Bureaux provide advice on all problems including housing. They can refer you for more detailed help to specialist agencies or a solicitor. The service is free of charge, but you may waste hours queuing just to get an appointment.

- Further information can be found at: www.citizensadvice.org.uk

Law Centres are better and more experienced at dealing with housing issues, and some Law Centres offer drop-in advice sessions. Their service is also free of charge.

HOUSING ADVICE CENTRES

In many areas there are specialist housing aid and advice centres. The service varies from a one-off information session to more detailed help over a long period. There are two main types.

LOCAL AUTHORITY HOUSING ADVICE OFFICES

Some authorities may have their own Tenancy Relations Officers who deal with disputes and disagreements between tenants and landlords and harassment. They can also assist with a range of other issues such as council tax, environmental health, pest control or general housing advice.

- You can find details of all services provided by your local authority at: www.gov.uk/find-your-local-council

INDEPENDENT HOUSING AID CENTRES

Can offer detailed assistance over a period of time and their services are free of charge. There are a number of housing aid centres throughout the country operated by Shelter who also offer a Housing Help Line: **0808 800 4444**.

- Further advice can be found at: www.shelter.org.uk / www.adviceguide.org.uk

LAW CENTRES

Law Centres give free legal advice; write letters on your behalf and will, in some cases, represent you in court. They can advise on all aspects of housing law.

- Further information (including a list of local law centres can be found at: www.lawcentres.org.uk

OTHER SOURCES OF FREE LEGAL ADVICE

Legal Advice Centre (University House), 104 Roman Road, London E2 ORN offers free legal advice and assistance covering debt, housing, consumer and family issues (Call: **020 8980 4205** to make an appointment).

QMUL's Legal Advice Centre runs an appointment only service during term time and can provide written advice. (Contact them by email: lac@qmul.ac.uk or visit www.advicecentre.law.qmul.ac.uk)

SOLICITORS

Solicitors can advise you on all aspects of the law, represent you in courts and if necessary get a barrister to represent you. You should try to find one that specialises in the area of the law relevant to your problem (e.g. housing). If you need a solicitor, contact one of the advice agencies above for a recommendation.

LEGAL AID SCHEME

This scheme can meet all or part of your legal costs. Civil Legal Advice can advise you about eligibility (**0845 345 4345**) or go to: www.gov.uk/legal-aid

Remember if you are in any doubt regarding your rights or if you have any housing problems, contact housingservices@qmul.ac.uk



HARASSMENT AND UNLAWFUL EVICTION

Tenants and residential occupiers are protected by statutory law;

The Protection from Eviction Act 1977

The Housing Act 1988

The definitions of harassment and unlawful eviction are:

Harassment: Acts likely to interfere with the peace or comfort of the residential occupiers (or members of his/her household) or to persistently withdraw or withhold services reasonably required for occupation.

Unlawful Eviction: To unlawfully deprive a residential occupier of occupation of a premises, or any part of the premises or attempting to do so.

This can include: the landlord or agent entering the property without consent, late night rent collections, removing tenants possessions, any form of sexual or racial harassment, verbal abuse, intimidation or violent threats, non-compliance with repair requests, withdrawing the supply of gas/electricity or changing the locks to deny access.

Remedies can be sought through the Courts to protect tenants:

CIVIL ACTION

Brought by the tenant via a solicitor, to include issuing injunctions against the landlord or his agent and the payment of damages, to cover quantifiable loss or damage also distress and suffering.

CRIMINAL ACTION

Brought via the Local Authority, which may lead to the arrest and prosecution of the landlord.

Both criminal and civil remedies should be pursued simultaneously where appropriate. Harassment cases rarely get to court due to lack of evidence or fear. Unlawful evictions result in more prosecutions because tenants have nothing else to lose, already having lost their homes. Some categories of tenants and licensees have little protection from eviction. These groups include:

- a) Those sharing living accommodation with the landlord or a member of his family
- b) Holiday lets
- c) Ex-trespassers
- d) Residents of public sector hostels
- e) Those with tenancies or licences where no rent is paid

These 'excluded' lettings have the minimum of protection and are only entitled to the period of notice required by Common Law (normally 28 days).

If you are experiencing any form of harassment or being threatened with eviction by your landlord or his agent(s), seek advice immediately by contacting housingservices@qmul.ac.uk

PRICE GUIDE

FOR WHOLE VACANT PROPERTIES



The prices quoted in the table reflect the starting/baseline weekly rents.
The postcodes correspond to the main letting areas in east London and the Docklands.

	One-bed	Two-bed	Three-bed	Four-bed	Five-bed
E1 and E3	300	360	460	570	690
E2	310	410	510	620	720
E5 and E9	285	335	420	560	660
E6	215	270	340	400	480
E7 and E12	215	275	345	380	470
E10 and E11	220	275	350	410	510
E13 and E16	220	275	360	420	520
E14	310	370	460	540	620
E15	250	300	370	440	560
E1 Docklands	320	385	480	560	660

AREAS BY POSTCODE

E1 and E3	Stepney and Bow
E2	Bethnal Green
E5 and E9	Clapton and Hackney
E6 and E13	East Ham and Plaistow
E7 and E12	Forest Gate and Manor Park
E10 and E11	Leyton and Leytonstone
E14	Poplar
E15	Stratford and West Ham
E1	Docklands Wapping
E14	Docklands Isle of Dogs/Canary Wharf
E16	Canning Town

Prices in Central London will be considerably higher.

i Further information regarding average private sector rents can be found at:
www.london.gov.uk/rents

Housing Services Tel: **020 7882 6474** Email: housingservices@qmul.ac.uk



Housing Services

Estates and Facilities Directorate
Queen Mary University of London
Mile End Road
London E1 4NS

www.residences.qmul.ac.uk



 twitter.com/qmhousing



Any section of this publication is available upon request in accessible formats (large print, audio, etc.). For further information and assistance, please contact: Diversity Specialist, hr-equality@qmul.ac.uk, 020 7882 5585