

RENTING FROM A PRIVATE LANDLORD



**Student Accommodation Service,
A Guide for Students.**

STUDENT GUIDE TO PRIVATE ACCOMMODATION



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Disclaimer & Exclusion of Liability

This guide has been designed to assist all students looking for, or currently living in, the private rented sector. It contains advice on what to consider when viewing a property, the charges you will be expected to pay plus information on tenancy agreements and your rights as a tenant. The information is as relevant to students looking at Halls of Residence as it is for students looking at Private Houses.

Types of Accommodation



UCLAN STUDENTPAD

Current private registered accommodation vacancies are listed throughout the year on our searchable website called UclanStudentpad, which is linked to UCLan's accommodation website and can be viewed on a mobile phone/tablet. Here you will be able to search for accommodation and post messages to other students, if, for example, you are looking for housemates. Students entering their second, third and fourth years of study can secure private accommodation any time during the spring or summer term, in preparation for their return to University the following September. Most landlords register their vacancies for next September on Studentpad from mid-December onwards. The site is password protected and if you are a current, enrolled student you can contact us to obtain this. Email: privateaccommodation@uclan.ac.uk

If you are a new student requiring private accommodation please email: privateaccommodation@uclan.ac.uk with your UCLan student registration number for a login password to Studentpad.

All students are welcome to apply to live in University owned/leased halls of residence for any year of study: https://www.uclan.ac.uk/accommodation/how_to_apply.php

ONLY UNIVERSITY REGISTERED ACCOMMODATION IS ADVERTISED ON UCLAN STUDENTPAD. IF YOU LOOK IN OTHER PLACES, SUCH AS LETTING AGENTS OR ONLINE, THE ACCOMMODATION IS LIKELY TO BE UNREGISTERED AND MAY NOT COMPLY WITH REGULATIONS, OR BE SAFE!!

PRIVATE REGISTERED HALLS

There are numerous private halls of residence in Preston, of varying size. All are extremely close to the campus. They offer en-suite rooms and standard rooms with shared bathroom facilities. Rents range widely from around £75 to £120 per week, including all bills. Contract lengths vary from 42 to 52 weeks, however, it's best to check as each hall may differ.

STUDIOS/SELF CONTAINED FLATS

Some halls also offer studios which are self-contained apartments with a personal shower room and kitchen. The rent for this type of accommodation is approximately £100 to £170 per week. Contract lengths vary from 42 to 52 weeks, however, it's best to check as each hall may differ.

SHARED FLATS AND HOUSES

This type of accommodation usually involves having your own bedroom but sharing the communal facilities with other tenants. Average rents for this type of accommodation are approximately between £55 and £70 per week per person exclusive of gas and electricity bills. If bills are included your rent will inevitably be higher for example approximately £85.00 per week. Contract lengths are normally between 37 and 43 weeks, but make sure you check because some are longer.

House Hunting



HOUSE HUNTING

The University and the Students' Union recommend that you don't start looking for accommodation until March 1st at the earliest.

The key to effective house hunting is to get organised before you start. Ask yourself:

HOW MUCH CAN I AFFORD?

In addition to the rent you may have to pay a damage deposit, gas, electricity, water rates and internet bills, if not included in the rent. You also need to check how often your rent is payable. Rent is normally paid termly in advance, however, you should check this with your landlord. International students, without a UK based guarantor, are likely to have to pay the whole contract period in advance.

WHO DO I WANT TO LIVE WITH?

They say you only get to know someone once you start living with them! Decide how many people you want to share with and try to choose your future housemates carefully. You shouldn't rush into this, especially if you are a first year student and have only been here a few weeks. There is plenty of accommodation and plenty of time to make sure you are really happy with your chosen house mates before you start your accommodation search. Once you have signed a tenancy agreement, it is too late to change your mind!

WHERE DO I WANT TO LIVE?

Most private houses are within a one mile radius of the campus (most are much closer than this) and within easy walking distance.

If you own a car you should check whether parking is permitted outside, or near to, the accommodation. However, you will not be able to bring your car onto the University Campus during the daytime. Please see the University Car Parking information using the following link:

https://www.uclan.ac.uk/students/campus-life/car_parking.php

When you do start looking for accommodation, give yourself plenty of time. If you are looking for a house, some landlords will not be able to meet you on the day you call. You don't need to start your search until the spring or summer as there is a plentiful supply of registered halls of residence rooms and houses. Try to make appointments during daylight so that you can take a good look at the internal and external environments. Make sure all the people you intend to share with have a chance to view the property.

Ask the landlord for a copy of the contract to take away with you to read before signing. Make sure you understand all the terms and conditions. If anything is unclear, seek advice from the Student Accommodation Service. We will offer you as much help and advice as possible but you have to make the decision on whether a house is right. Let the landlord know whatever decision you reach as soon as possible as other students may be interested in the property. Above all, be patient. A comprehensive checklist is provided within this guide to help you decide if the accommodation you are viewing is both safe and suitable. View a few properties so you get an idea of rent levels and standards of accommodation and never sign a contract without having made a thorough inspection. Do not take the first place you come across unless it meets all your requirements.

Charges



TENANT FEES

From 1st June 2019, the Tenant Fees Act 2019 limits the fees that a landlord can charge you.

The only payments a landlord can charge in connection with a tenancy are:

- a) the rent
- b) a refundable tenancy deposit capped at no more than five weeks' rent where the annual rent is less than £50,000, or six weeks' rent where the total annual rent is £50,000 or above
- c) a refundable holding deposit (to reserve a property) capped at no more than one week's rent
- d) payments to change the tenancy when requested by the tenant, capped at £50, or reasonable costs incurred if higher
- e) payments associated with early termination of the tenancy, when requested by the tenant
- f) payments in respect of utilities, communication services, TV licence and council tax; and
- g) A default fee for late payment of rent and replacement of a lost key/security device, where required under a tenancy agreement.

If the fee a landlord is charging is not on this list, it is a prohibited payment and you should not pay it.

Please see detailed information in the guidance for tenants here:

https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/791280/TFA_Guidance_for_Tenants.pdf

This guidance will advise you the steps to take if your landlord has charged a prohibited payment.

In addition, a landlord cannot evict you using the Section 21 eviction procedure until they have repaid any unlawfully charged fees or returned an unlawfully retained holding deposit.

HOLDING FEE

When you find a property you would like to live in, the landlord may ask you to pay a holding fee. The holding fee is taken prior to signing the agreement. The payment is made to hold a property while a prospective tenant decides whether to accept the tenancy, and while the landlord undertakes a right-to-rent check. The amount a landlord can charge is a maximum of one week's rent. Once a tenancy agreement is signed, the fee has to be refunded to the tenant - the suggested period for holding a deposit is 15 days, unless it is agreed in writing that the holding deposit will be deducted from your first rent payment. You should obtain a written receipt from the landlord when you pay this fee.

If you make any arrangement with the landlord to store your possessions in your new accommodation during the summer vacation, this will be at your own risk. Landlords do not insure your personal belongings. You may find that insurers will not insure your possessions if the property is to be unoccupied during the summer.

DAMAGE DEPOSIT

A damage deposit is usually charged by private landlords either before or at the start of the tenancy. The amount can vary from one landlord to another but by law must not exceed the sum of 5 week's rent. This deposit is returned at the end of the tenancy provided that you have not damaged the property (fair wear and tear excepted), and if your rent has been paid in full. The landlord, must, by law, secure your deposit in a government approved Tenancy Deposit Scheme. For more information go to the section "Tenants Responsibilities, Deposits and Inventories".

Charges continued



GAS AND ELECTRICITY

Sometimes rents in small properties do not include fuel bills. If this is the case when you move in you will need to take meter readings and open an account with your chosen supplier of gas and electricity. When you leave, inform your supplier that you are leaving, take a meter reading and obtain a final account. A few properties have pay-as-you-go meters (coins or cards).

WATER RATES

Water rates are usually paid by the landlord but you should check your contract to see who is liable. If your contract states that the tenants are responsible for paying the water rates then you should arrange to make the payments monthly so that you only pay for the length of your tenancy agreement. You should also ensure that the supplier is aware of when your liability commenced.

INSURANCE

The landlord will be responsible for insuring the building and the furniture and furnishings he/she has provided. You are responsible for insuring your own personal possessions including any furniture that belongs to you. Several insurance companies offer student contents insurance, search on-line to compare prices. You can also check whether any cover for you is provided under your parents' home insurance policy.

TELEVISION LICENCE

Up-to-date information is available on the TV Licensing website: www.tvlicensing.co.uk

The law still applies to students. You must be covered by a TV Licence to:

- watch or record programmes as they're being shown on TV or live on an online TV service, such as All4, Sky Go and YouTube, or
- download or watch BBC programmes on iPlayer.

This could be on any device, including a TV, desktop computer, laptop, mobile phone, tablet, games console, digital box or DVD/VHS recorder.

You can buy and manage your licence online and there are a range of payment options. And if you don't need your licence for a full 12 months, you could apply for a refund.

If your landlord/halls provider provides a TV for communal use, they must pay for the licence, but this does not cover individual bedrooms.

You can be prosecuted for not having a TV Licence. The maximum penalty is a £1,000 fine plus any legal costs and/or compensation you may be ordered to pay. In certain circumstances you may be covered by your parents' TV licence, but don't assume this to be the case before checking the criteria.

Charges continued



COUNCIL TAX

Council Tax is payable to the local council and is based on the value of the property. If all the occupants of the property are full-time students during the period stated on the tenancy agreement, the property will be exempt from Council Tax.

So long as you are a full-time UCLan student and you inform the University of your term-time address, the landlords should be able to gain exemption for the property. If you do not do this you may be asked to obtain a Council Tax Exemption Form from the <i> in the Library. If the landlord is unable to gain Council Tax exemption as a result of your failure to inform the University of your term time address (or by providing an exemption certificate), it is likely there will be a clause in the tenancy agreement stating that the charges for Council Tax will be passed onto you.

If one adult occupant of the property is a part-time student or a non-student 75% of the Council Tax will be due on the property and if two or more adult occupants of the property are part-time students or non-students, full Council Tax will be due on the property.

If any of the occupants finish their course and continue to stay in the property over the summer vacation, a 90% charge may be payable. The landlord may ask you to agree to pay a higher rent to cover this charge.

If you are a part-time student you should discuss Council Tax with the landlord before you agree to take up a tenancy. A landlord may only accept you as a tenant if you agree to pay a higher rent to cover the Council Tax charges which result from your occupation of the property. If, as a part-time student, you are entitled to claim Housing Benefit, you may be entitled to claim an increase to cover the extra cost incurred. Any agreement made between you and the landlord should be in writing and signed by both parties.

I LIVE OUTSIDE PRESTON OR THE SOUTH RIBBLE—DO I NEED AN EXEMPTION CERTIFICATE?

If you live outside these areas you can apply for a certificate via our

[On-Line Council Tax Exemption Certificate Request Service](#) or by contacting The <i> based in The Library at Preston Campus.

If you receive a bill do not ignore it! You must seek advice as soon as possible to ascertain if you are liable. Further information can be sought from The <i>, Students' Union Advice Centre or the Accommodation Service.

If you are looking for advice on council tax benefit as opposed to council tax exemption please contact the Students' Union Advice Centre.

The <i>

Student Information Centre—the Library

01772 895000

ti@uclan.ac.uk

thei@uclan.ac.uk

Student Accommodation Service

01772 892529

studentaccommodation@uclan.ac.uk

Students' Union Advice Centre

01772 894880

suadvice@uclan.ac.uk

Tenancy Agreements



TENANCY AGREEMENTS

Understanding the contract between you and your landlord is very important. There are certain statutory rights that you have as a tenant that nothing in your agreement can alter. It is essential that you ask your landlord to provide you with a written tenancy agreement, which must be signed by both you and the landlord.

Make sure you read the tenancy agreement very thoroughly and that you understand all the terms before you sign it. If you have any queries please come to speak to us. Where a property is let to UCLan students, the length of the contract, if fixed term, will normally be between 37 and 51 weeks. The period may be subject to negotiation between you and the landlord. Such a period gives you security for the academic year but means you, as well as the landlord, are committed to the tenancy for that period. The landlord can serve a Section 21 Notice, at any time during the tenancy, stating that he wishes to seek possession of the property at the end of the fixed period in the tenancy agreement.

ASSURED SHORTHOLD TENANCIES

Tenancy agreements for students are nearly always for a fixed term. If you want to terminate your fixed term tenancy agreement before the end of the tenancy, you can only do so if there is a clause in the contract that permits it, however, this is extremely unlikely. Your landlord can agree to it or your landlord can allow you to find a suitable replacement. If you are held to contract you must pay the rent for the full period whether you live in the accommodation or not. If you don't pay the rent the landlord can take you to court. You may also be able to terminate the contract if the landlord has significantly breached the tenancy agreement, but seek legal advice first.

If you have to withdraw from the University for health reasons and you can supply supporting medical information the landlord may agree to release you, however, this would be a matter for you to discuss directly with the landlord.

Your landlord can seek to evict you if you breach the terms of the tenancy, for example, by causing a nuisance to your neighbours or if you have not paid rent and it is more than two months overdue. There is a procedure that landlords must follow if they are seeking to evict you. If you require advice please discuss this with the Accommodation Officers or Students' Union Advice Centre or seek independent legal advice.

JOINT TENANCIES

Landlords who register their properties with the University agree to abide by our Core Requirements, and in doing so agree to issue single tenancy agreements to individual students. You should avoid signing a joint tenancy agreement - this is where all tenants sign a single agreement and the agreement states that tenants will be held jointly and severally liable for the rent.

If you are a student with a family, or a couple, and you will be the sole occupants of a property, it is acceptable to sign a joint tenancy.

Landlords Responsibilities

LANDLORDS RESPONSIBILITIES

Landlords have a duty to ensure the safety of their properties for tenants. These duties are laid down by legislation and are as follows:

GAS SAFETY

This is extremely important. There have been a number of fatalities in properties from carbon monoxide poisoning as a result of badly installed or maintained gas appliances. Legislation requires your landlord to carry out a gas safety inspection on all gas appliances at least once every 12 months. The servicing must be carried out by a CAPITA/ GAS SAFE engineer. You have a right to a copy of your landlord's current Gas Safety Certificate and should request a copy prior to entering into the tenancy agreement and a renewed copy if the certificate expires during the tenancy or any work is done on the boiler.



Carbon monoxide is a gas which is highly poisonous. It has no colour, smell or taste and so can be difficult to recognise. With enough air, burning domestic fuels produce carbon dioxide and water vapour in safe amounts and these products are normally taken away by a chimney or flue. However, if there is too little air and the air vent, chimney or flue is blocked, any carbon monoxide produced cannot escape. Look out for stains, soot or discolouration around a gas fire. There should not be a strange unusual smell when a gas appliance is on. The flame on a gas fire or heater should not burn yellow or orange.

The main symptoms of carbon monoxide poisoning are: unexplained headaches, sleepiness, streaming eyes and general lethargy. If you are at all worried that a gas appliance is faulty, switch it off immediately. Call National Grid Gas Emergencies (Formerly Transco Gas) – 0800 111 999 (This is a 24 hour emergency line) immediately. Contact your landlord and notify them about the problem. If they have not made any effort to rectify the problem after a reasonable period of time, contact the Health and Safety executive via their website : If National Grid Gas Emergencies disconnect a heating appliance then the landlord must provide you with emergency heating.

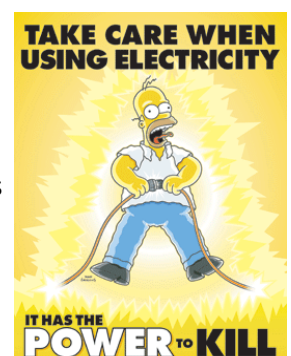
Remember - never attempt to repair a gas appliance yourself and never block up air vents, even if there is a draught.



ELECTRICAL SAFETY

Landlords have a legal duty to ensure electrical equipment and the wiring is safe. Check that your landlord has had all wiring and electrical appliances inspected by an approved contractor and ask to see his/her Electrical Safety Inspection Report. (N.B. All electrical appliances should be tested for safety annually. Fixed installations and wiring should be tested for safety every five years.)

Remember - never attempt to repair electrical faults yourself. Always report the fault as soon as possible in accordance with the method agreed with the landlord.



Landlords Responsibilities

continued

FURNITURE

All upholstered furniture including mattresses should be fire safe by conforming to the Furniture and Furnishings (Fire Safety) Regulations 1988. Look for sewn on labels that state that the furniture complies with these regulations. If there are no labels ask the landlord for proof that the furniture does comply with the regulations. The landlord must replace any furniture that is not compliant with the law. If they refuse you can report them to Trading Standards, which could result in them being fined.

If you find that your landlord is not complying with the above legislation you should contact:

- Housing Standards, if it's a General housing standards issue
- Environmental Health, if there are Health Hazards and/or Noise Pollution
- Health and Safety Executive, for Gas & Electricity issues
- Trading Standards, if you have Furniture and Furnishing concerns

You should also inform the Accommodation Office.

Landlords can incur very heavy fines for non-compliance with legislation.



Flammable materials

HOUSES IN MULTIPLE OCCUPANCY (HMOs)

Private houses rented to students are classed as Houses in Multiple Occupancy (HMOs).

This is where:

- The occupants of the house are not related to each other,
- You have your own bedroom, and
- You share the kitchen, lounge and bathroom with the other occupants.

There are regulations in place that put the landlord under a legal duty to manage this accommodation properly and that state what amenities and fire safety requirements it is reasonable for tenants to have (i.e.) toilets, fire escapes, facilities for food storage etc.

The University's Registration Scheme requires landlords to become compliant with these regulations.

If you move into a property that is not registered with the University you need to understand that it will not have been checked by any UCLAN accommodation staff and therefore you will need to make every effort to check the property is up to standard and the landlord is fulfilling his/her obligations to the HMO requirements.

If you have any concerns about the safety of your accommodation, contact your landlord immediately. If you need advice, contact the Student Accommodation Service or Housing Standards at Preston City Council.



Landlords Responsibilities

continued



REPAIRS

Landlords are legally bound to keep the house in a good general state of repair. This means they must:

- Keep the structure and exterior of the property in good repair (i.e.) roofs, windows, gutters, pipes etc.
- Keep all plumbing installations in good repair (i.e.) toilets, sinks, boilers etc.
- Keep all electrical wiring and installation in good repair.
- Keep all heating and water heating installations in good repair.
- In addition all homes must be "fit for human habitation" (i.e.) the property must have or be:
 - Structurally stable
 - Free from serious disrepair
 - Free from damp prejudicial to health
 - An adequate water supply
 - Adequate lighting, heating and ventilation
 - A suitably located toilet
 - A suitably located bath, shower and wash basin
 - An effective drainage system
 - Facilities for preparing and cooking food

If you are not happy about any aspect of disrepair the most important step is to write to your landlord stating exactly what repairs need to be made. Keep a copy of the letter/text/email. Give the landlord a fixed time to get the repairs done and inform him that if the repairs are not implemented you will take further action. If the repairs have not been completed after this time you should contact the Student Accommodation Service or Students' Union who can appeal to the landlord on your behalf. Sometimes a phone call from the University is all that is required. If, however, this has no effect Student Accommodation Service will advise you to contact Housing Standards at Preston City Council. A Housing Standards Officer will normally come out to investigate your complaint and take action if appropriate. Do not stop paying rent during this period as you will be breaching the terms of your tenancy agreement. There is a strict procedure if you are going to stop paying rent. Seek advice first.

Examples of problems which may occur are:

- Dust, smoke and noise pollution
- Falling plaster
- Defective fire doors and alarms
- Dry rot, mould growth and damp
- Defective wiring
- Broken fires and heaters
- Severe condensation
- Leaking roof
- Infestation

The above list is not exhaustive and if you believe your accommodation is defective or unhealthy you should follow the advice given above.

When you begin your tenancy make sure you find out from the landlord what you should do in the case of an emergency or an urgent repair.

Harassment and Eviction



HARASSMENT & EVICTION

Your landlord is harassing you if his/her behaviour stops you having "quiet enjoyment" of your home. "Quiet enjoyment" is a legal term which means that you have a right to live comfortably in your home without undue interference from your landlord. It is a statutory requirement of the Landlord and does not have to be written into your contract to be binding on the landlord.

Harassment is a criminal offence and does not have to be extreme or intentional before you can do something about it. Examples of harassment are:

- Visits without warning (your landlord has to give you at least 24 hours' notice in writing before visiting your home and this must be at a mutually agreeable time).
- Entering your home when you are not there or without permission unless in an emergency.
- Threatening eviction (your landlord does not have to attempt eviction to be harassing you, the threat is sufficient to constitute harassment).
- Threatening you with or actually carrying out violence against you.
- Removing or restricting services such as hot water or heating, or failing to pay bills so services are cut off.
- Allowing the property to fall into disrepair so you cannot safely continue living there.

A landlord cannot evict you from a property without a court order. Throwing you out of the property or changing the locks whilst you are out are examples of illegal eviction. In these instances, or if you are being threatened with violence, call the police and contact the Housing Advisory Service at Preston City Council. They can help you enforce your rights.

HARASSMENT FROM OTHER TENANTS

Occasionally students suffer harassment from their fellow house mates. If this happens to you, and you feel unable to resolve the situation, you should try and discuss this initially with your landlord. You can also come for advice to the Student Accommodation Service or the Students' Union Advice Centre. It is unlawful to harass another person, and it is also a breach of the UCLan Regulations for Students, so seek help if you require it.

Tenant Responsibilities, Deposits & Inventories



TENANT RESPONSIBILITIES

As a tenant you will be legally required to take reasonable care not to hinder or frustrate the work of the landlord. You must:

- Allow the landlord, at all reasonable times, (so long as 24 hours' notice has been given, except in an emergency) to enter rooms for any purposes connected with the carrying out of his duties.
- Give the landlord, at his request, any information he reasonably requires for the purpose of his duties.
- Comply with arrangements made by the landlord regarding means of escape from fire, other fire precautions or for the storage and disposal of refuse. If you do not comply with these arrangements you could face prosecution.
- Take reasonable care not to damage anything which the landlord is obliged to keep in repair, and report faults and maintenance problems promptly.

DEPOSITS

A deposit is paid to the landlord at the start of the tenancy to safeguard against any damage caused to the property beyond normal wear and tear or against any unpaid rent. Most student landlords take a deposit of around £150 - £250 but you should check with each landlord to see how much they are asking for. By law the deposit cannot be more than the sum of 5 weeks' rent.

TENANCY DEPOSIT PROTECTION

When you pay a deposit to a landlord, it must be protected by law. The landlord must safeguard your deposit using a government authorised tenancy deposit scheme. This means that you will be able to get your deposit back when you are entitled to it, and if there is a dispute over the return of the deposit it will be easier to resolve.

When you sign a tenancy agreement you should pay the deposit as requested by the landlord. Then, within 30 days, the landlord must give you details about how your deposit is being protected, including:

- The address of the rented property
- How much deposit you have paid
- How the deposit is protected
- The name and contact details of the tenancy protection (TDP scheme) and its dispute resolution service
- The landlord or letting agent's name and contact details
- The name and contact details of any third party who paid the deposit
- Why the landlord would keep some or all of the deposit –eg because you damaged the property and it needs to be fixed
- How to apply to get the deposit back at the end of the tenancy
- What to do if you can't contact your landlord at the end of tenancy
- What to do if there's a dispute over the amount of deposit to be returned at the end of the tenancy

If the landlord does not mention anything to you about deposit protection, make sure you ask him! You can check if your deposit has been protected in a scheme by following this link:

http://england.shelter.org.uk/housing_advice/tenancy_deposits/check_if_your_tenancy_deposit_is_protected

Tenant Responsibilities, Deposits & Inventories continued.....



INVENTORIES

We would normally expect landlords to have made an inventory already when you move in, and ask you to check and sign it, but if you are not given one, make a detailed inventory of the contents and condition of the house as soon as you move in, listing all the defects (if any), and give a copy to the landlord when s/he has agreed it. If the landlord refuses to check the inventory with you, ask an independent witness (a friend will do) to agree and sign it with you. A sample inventory is available from the Student Accommodation Service.

Take photographs of any damage that is there when you move in. Photographic evidence can be very useful if there is a dispute at the end of the tenancy. Report any breakages to the landlord in writing and keep a copy.

When you are due to leave the property you should arrange a check-out inspection with your landlord. However, if this is not possible, take photographs of the property to compare with earlier photographs to establish any damage/deterioration.

Check the circumstances in which your landlord could have a claim on your deposit.
Always remember that money cannot be deducted for reasonable wear and tear.

THE TENANCY DEPOSIT SCHEMES

The three government approved schemes are as follows:

Tenancy Deposit Solutions Ltd

<http://www.mydeposits.co.uk/>

The Tenancy Deposit Scheme

<https://www.tenancydepositscheme.com/>

The Deposit Protection Service

<http://www.depositprotection.com/>

You can check if your deposit has been protected in a scheme by following this link:

http://england.shelter.org.uk/housing_advice/tenancy_deposits/check_if_your_tenancy_deposit_is_protected

Tenant Responsibilities, Deposits & Inventories continued.....



IF YOUR LANDLORD HAS NOT PROTECTED YOUR DEPOSIT

You can apply to the local county court. The court can order the landlord to repay the deposit to you or protect it in a scheme. If your landlord has not protected your deposit he will be ordered to repay three times the amount of the deposit to you.

AT THE END OF THE TENANCY

You should try and leave the property in the same condition that it was given to you at the start of the tenancy, fair wear and tear excepted. Make sure you have paid your rent and utility bills. Agree with your landlord how much of the deposit should be returned to you. You should receive this agreed amount within the next 10 days.

RESOLVING DISPUTES

If you cannot agree with your landlord how much of your deposit should be returned to you, there will be a free service offered by the scheme protecting your deposit to help resolve your dispute. Your landlord is obliged to provide you with this information when he protects your deposit in his chosen scheme.

Your landlord cannot serve notice stating that he wishes to repossess the property at the end of the tenancy until he has protected the deposit and given you all the details about this.

FURTHER ADVICE

www.direct.gov.uk/tenancydeposit

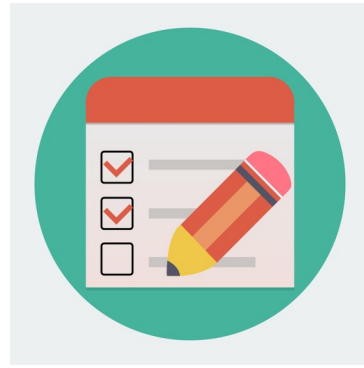
www.shelter.org.uk/advice

<https://www.citizensadvice.org.uk/housing/>

<http://www.nus.org.uk/en/Student-Life/Housing-Advice/>



Checklist



CHECKLIST

By following this checklist you will look more closely at the property and be prompted to ask questions of the landlord and resolve any issues before you decide whether the property is right for you. This will enable you to make an informed decision. Of course there may be other questions you think of yourself - don't be afraid to ask the landlord! If the landlord agrees to provide something new or re-decorate before you move in, make sure you get this confirmed in writing.

FINANCE

- How much is the rent per week and when is it payable (i.e.) monthly, termly, annually?
- Who is responsible for the water rates, gas and electricity bills and internet?
- For how many weeks/months is the contract?
- How much is the damage deposit?
- Which tenancy deposit scheme does the landlord use?
- How much is the Holding Fee, if applicable?

GENERAL

- Is the house in a good general state of repair both internally and externally?
- Are there waste and recycling bins available, and information about collection dates displayed?
- Are there sufficient plug sockets in each room?
- Is the house clean?
- Does the property need decorating?
- What type of heating is there in the property?
- How is the hot water heated i.e. is it instant or on a timer?
- Are there any signs of damp or mould on the ceilings or walls?

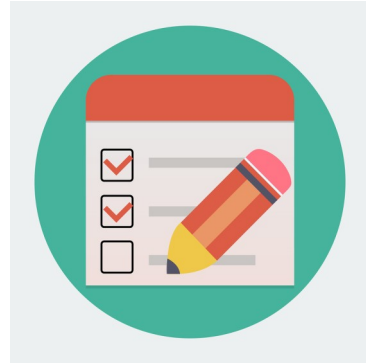
FURNITURE

- Has the house got sufficient furniture for the occupants?
- Does any of the existing furniture in the property belong to the present tenants?
- Is all the furniture in good condition?
- Is there sufficient space in the kitchen to store and prepare food?
- Check which appliances are/aren't provided—fridge-freezer, microwave, washing machine, cooker, dish washer, vacuum cleaner, kettle, toaster, iron - are they all in good working order?

SECURITY

- Are all external doors secure? Have they been fitted with security chains?
- Can you exit the building without using a key? (This is for fire safety)
- Is there a burglar alarm?
- Do all ground floor windows have security catches? (Do not always expect window lock keys - landlords are not supposed to issue these if windows are to be used as a means of escape in the event of a fire).

Checklist



SAFETY

- Does the property have an in-date Gas Safety Certificate (if applicable)? - make sure you see a copy.
- Does the property have in-date certificates indicating the safety of electric appliances and wiring?
- Does the upholstered furniture (including mattresses) comply with current legal requirements- check sewn on labels.
- Are there interlinked working smoke detectors in the bedroom and the lounge (and heat detector in the kitchen)? For large properties there must be an adequate and working fire alarm system, an emergency lighting system and fire doors. Can the landlord provide appropriate certification? When were the systems last tested?
- Do the windows in the bedrooms open?
- Are there fire doors on the internal rooms? These should have overhead closing devices?
- Is there a fire blanket and a fire extinguisher in the kitchen?
- Is there a carbon monoxide detector?

OTHER

- Do you fully understand the terms of the agreement being offered? Make sure you have a written Agreement.
- Do you know the name, address and telephone number of the landlord?
- Is this information permanently displayed in the property?
- Have you spoken to past or present tenants to get their comments on the property and landlord?
- Any other questions to ask:

ONCE YOU HAVE MOVED IN

- Take meter readings of the gas and electricity if your rent does not include energy to avoid paying previous tenants' bills.
- Check the inventory against the rooms in the property, please see previous section Tenants Responsibilities, Deposits and Inventories.
- Ensure your landlord has provided you with details of his chosen tenancy deposit scheme. You should also ask for a receipt for any rent paid. If rent is paid weekly your landlord must provide a rent book. If rent is paid monthly or termly or if you have to pay the full rent at the start of the tenancy, ask for a receipt.
- Find out from the landlord the locations of the electricity mains and gas mains, and water stopcock.
- Operating instructions for all appliances should be provided, if they are not, ask your landlord to provide them.
- Make sure you know what the procedure is for reporting problems - has the landlord given you his telephone number? What happens when he goes on holiday, who can you report urgent problems to?

Advisory Notes for Students



ADVISORY NOTES FOR STUDENTS IN PRIVATE SECTOR ACCOMMODATION

The University, whilst not wishing to unduly restrict the freedom of individuals, is committed to ensuring that local residents and students are able to reside peacefully alongside one another.

UCLan's Student Guide to Regulations requires that students behave in a socially acceptable manner and refrain from conduct which may damage the University's good name. This applies to behaviour both on and off the University's premises.

Students living in the private sector should be aware that they may be living in an area where neighbouring families have young children, or there are elderly people who need to have undisturbed rest. There may be neighbours who work on shifts and require sleep during the day. Students should be aware that it is unlawful to create unacceptable noise disturbance or to behave in an intimidating manner towards those living nearby and the general public.

- Students should not cause any damage to property.
- Students should be particularly careful not to contravene any legal requirement.
- Students should not tamper with any fire alarm system or fixtures when there is no fire, or act in any malicious way that will impede the fire service.
- Students should not use violent, indecent or threatening behaviour.
- Students should not possess/use/threaten to use any weapon or take part in any criminal activities.

The University may take action against any student living in private sector accommodation who breaches the Regulations for Students by behaving in an unacceptable manner. All complaints made to the University will be recorded and investigated. Serious breaches in the Regulations for Students can result in suspension or expulsion from the University.

Core Requirements



CORE REQUIREMENTS

Landlords who register with the University must sign to agree that they are willing to abide by these requirements.

The purpose of the Core Requirements is to encourage landlords to conduct their business in a professional manner and to carry out repairs promptly. The criteria have been chosen to reflect common sense obligations and responsibilities and to set standards which are achievable.

Useful Telephone Numbers



Health and Wellbeing:

From a wellbeing perspective, you may find some of the sources of support below helpful.

Internal

UCLan Wellbeing – 01772 89 3020 Email : Wellbeing@uclan.ac.uk

UCLan Security – 01772 89 2068 – if you have an emergency that requires immediate assistance, please call this number which is available 24hrs a day, 7 days a week.

UCLan Headroom - www.uclansu.co.uk/headroom (This site gives practical information and links to support you with various issues you may be facing such as addiction, anxiety, eating disorders and self-harm)

External Helplines

Mental Health Helpline on 0800 9154640 Mon - Friday 7pm-11pm, Sat-Sun 12-12 (The Helpline is a listening, information and emotional support service for those concerned about their own mental health, or that of someone they know.)

NHS Non-Emergency Direct Line on 111

The Samaritans on 116123 (No dial code required) or TEXT: 07725909090

PAPYRUS HOPELine UK on 0800 068 41 41, TEXT: 07786 209697, email: pat@papyrus-uk.org (HOPELineUK is a specialist telephone service staffed by trained professionals who give non-judgemental support, practical advice and information to Children, teenagers and young people up to the age of 35 who are worried about how they are feeling and to anyone who is concerned about a young person)

Preston Domestic Violence Service 01772 201601 (24hr service)

No Panic on 0844967 4848 10am-10pm Everyday (help line is answered by trained volunteers to give out information, show empathy and support for people who suffer from Panic Attacks, Phobias, Obsessive Compulsive Disorders and other related anxiety disorders.

SAFE Centre 01772 523344 (24hr service) (The SAFE Centre offers medical examination, advice and support to women, men and children who have experienced sexual assault or rape.)

More Useful Telephone Numbers ..



External Web Resources

[Lancashire County Council - Staying Mentally Well](#) – offers advice on staying mentally well, including mental health resources, sleeping well, reducing stress, memory loss, dementia and five ways to manage wellbeing.

[Mind - suicidal feelings](#) - explains what suicidal feelings are, including possible causes.

[Mind - supporting someone who feels suicidal](#) - explains how to support someone who feels suicidal, giving practical suggestions for what you can do and where you can go for support.

[Hub of Hope](#) - a national mental health database which brings together organisations and charities from across the country who offer mental health advice and support, together in one place.

[Stay Alive](#) - an app that offers help and support both to people with thoughts of suicide, and to people concerned about someone else.

[Campaign Against Living Miserably \(CALM\)](#) - suicide prevention campaign for men.

OTHER USEFUL TELEPHONE NUMBERS:

UCLan Student Accommodation Service (01772) 892517 / / (01772) 892521

UCLan Students' Union (01772) 513200

UCLan Students' Union Advice Centre (01772) 894880

Preston City Council (01772) 906000

Housing Advisory Service (01772) 906412

Housing Standards (01772) 906907 **Environmental Health** (01772) 906907

Health and Safety Executive (01772) 836200

Trading Standards 0345 404 0506

Consumer Direct (First line legal advice for trading standards) 0345 404 0506

Council Tax Office 01772 906 900

Citizens Advice Bureau 0345 404 0506

DISCLAIMER

This is intended as a guide only and is not a complete statement of the law. Its contents are without prejudice to legal rights. If you are in doubt about your legal rights or obligations you should seek legal advice.

EXCLUSION OF LIABILITY

Please Note: The Student Accommodation Service visits most but not all premises listed as appropriate for student accommodation solely to ascertain their general suitability in respect of accommodation and facilities offered and the normal upkeep of premises. Registered properties are re-visited from time to time, but no assurance can be given by UCLan that the properties are being maintained properly between visits. Each student should, however, make his or her own inspection before agreeing to take a tenancy.

UCLan does not undertake any detailed inspection of electric wiring, fittings or appliances, gas installations and appliances, water heaters or other similar appliances that may be on the premises. A recommendation or listing of any premises by the University does not imply a guarantee of the safety of any such fixtures or fittings, which are the responsibility of the landlord. If at any time a student has cause for concern over such features, or generally in respect of the accommodation, he or she should contact the landlord immediately.

UCLan does not accept any responsibility in contract, tort (including negligence) or otherwise for any loss or damage whether direct, indirect or consequential suffered by a student as a result of the student using the registered property listings.

