

## RIGHTS AND RESPONSIBILITIES

Welcome to Advice Direct..., the written information service from Guild Advice.

This leaflet is just one of the housing leaflets available to you as part of this service. When renting private accommodation both you, as tenant, and your landlord have certain rights and responsibilities. These arise from the law and what is contained in your written contract. This leaflet is designed to identify your key rights & responsibilities during your tenancy. It also looks at harassment and briefly at what remedies are available to you if your landlord breaches their responsibilities.

### What Are My Key Rights & Responsibilities As A Tenant?

Your legal rights & responsibilities (express & implied) depend on the type of tenancy that you have. This leaflet looks primarily at your rights & responsibilities under an **Assured Shorthold Tenancy**; the type of tenancy the majority of students will have. If you have another type of tenancy or a licence many of these rights and responsibilities may still apply to you, but you should seek further advice.

You may agree additional rights and responsibilities in a written contract or expand on those already provided by law. Regardless of what your contract says, however, **your landlord cannot remove your basic legal rights.**

If you live in a larger '**House in Multiple Occupation**' (HMO) i.e. a property of 3 storeys or more, and five or more tenants, your landlord has to get a licence for the property. This gives you greater rights. Please seek further advice from Guild Advice.

It goes without saying that your rights are the landlord's responsibilities and your responsibilities are the landlord's rights. So, if you expect your landlord to fulfil his responsibilities to you, you need to be doing the same to him!

Always make sure you know what your contract states in relation to both the rights and responsibilities for both parties to the contract

## A breakdown of the main Rights & Responsibilities

### Paying Rent

#### **Your Rights**

Basically if you pay your rent as agreed then you are entitled to the rights outlined below plus any additional rights laid down in your written contract. If these rights are not fulfilled do not withhold rent as this could lead to the landlord asking you to leave - which they can do. Other remedies should be sought instead, such as seeking compensation through the court.

#### **Your Responsibilities**

You have to pay rent on time to your landlord to live in the property. How much you pay, when and by what method should be agreed in writing before you move in. You are also likely to have to pay a deposit, as security for any damage you may cause to the property. Not paying rent is grounds for a landlord to take steps to ask you to leave. You must not sublet or take in a lodger to help with rent without first asking permission, unless your contract allows for this.

### Privacy

#### **Your Rights**

##### **Quiet Enjoyment**

This is the right to be left alone to live in your accommodation without undue interference or disturbance from your landlord; being able to decide who comes and goes. Your landlord cannot just drop in as and when he wishes or carry out repairs on the property without making prior arrangements with you.

You won't be able to change the locks to common areas without the permission of the landlord or other tenants. You

#### **Your Responsibilities**

##### **Allow Landlord Access**

You need to be flexible in allowing your landlord to enter the property to carry out repairs at reasonable times. 24 hours written notice from the landlord is normally acceptable.

The landlord may need to show prospective tenants around the property for the next academic year. Again 24 hours written notice should be sufficient.

##### **Living In The Community**

You are becoming part of the

can change any lock, which may be on your bedroom (unless your agreement says otherwise). You may, however, still want the landlord to have a key for emergency situations. If the landlord were to enter your own room without permission this would be classed as trespass. The landlord, of course, has no right to use or mess with your personal belongings.

Breaches of this right might include where the landlord tries to cut off your supply to services, harasses you (see below), enters the property while you are out without your knowledge (or permission) or changes the locks.

community when you rent and it is important that you consider your fellow tenants & neighbours by behaving in a reasonable way, not causing nuisance or annoyance to others. Remember to be responsible with noise, rubbish, safety.

## Maintenance

### **Your Rights**

You are entitled to a decent standard of property maintenance. Responsibility for carrying out repairs depends on the type of disrepair. Some are required under law whilst others depend on the terms in your tenancy agreement. There is a system for assessing the condition of housing called the Housing Health & Safety Rating System. If a property is in a poor state of repair the Local Authority can carry out a risk assessment and has powers to enforce action by the landlord to ensure it meets a decent standard.

### **Your Responsibilities**

#### **Report Repairs**

It is your responsibility to inform your landlord if any repairs are required and to report dangerous faults or appliances. Do this in writing and keep a copy. You are also responsible for carrying out the smaller day-to-day stuff like changing light bulbs.

#### **Take Care Of The Property**

You are under a general duty to take proper care of the property and use it in a responsible way. For example by not causing damage to fixtures, fittings and furniture belonging to the landlord.

See **Advice Direct... Repairs** for further information. This also details who is responsible for what type of repair, how to get repairs carried out and what to do if the landlord refuses to carry out such repairs.

## Gas Safety

### **Your Rights**

Landlords are responsible for ensuring that gas appliances and flues are maintained in good order and checked for safety at least every 12 months. This check must be carried out by a Gas Safe gas installer. This will be clear from the certificate provided or if you are allowing someone entry to the property to carry out repairs check they have Gas Safe photo ID. The landlord must keep records of these checks and you have a right to see the certificate when you move in or within 28 days of a check being carried out.

**It is a criminal offence for a landlord to rent out a property without a valid Gas Safety Certificate.**

You should consult the landlord before making any alteration to the property.

### **Your Responsibilities**

Request the current gas safety certificate before you enter into an agreement and check you are happy with this. If this is not provided or it indicates problems it is in your best interests to ensure that such problems are resolved before you move in.

## Electrical & Fire Safety

### Your Rights

#### **Electrical**

There are currently no national safety standards for electrical installations but, where provided, your landlord has a general responsibility to carry out repairs to ensure they are safe & suitable for use. Responsible landlords will have an up-to-date electrical safety certificate from an **NICEIC** or **ECA** approved contractor, detailing any expiry date.

#### **Fire**

In most student houses (under 5 people), the landlord is under no statutory duty to provide fire safety equipment such as smoke alarms, fire blankets etc, but it is obviously good practice for a landlord to do so. If you live in a larger property the landlord may have responsibility to provide additional equipment like fire doors and fire extinguishers etc. Please seek further advice if your property is 3 storeys or more and is for 5 or more persons.

### Your Responsibilities

Request a current electrical safety certificate before you enter into an agreement and check you are happy with this. If this is not provided or it indicates problems it is in your best interests to ensure that such problems are resolved before you move in. Notify your landlord in writing (and keep a copy) if you believe the electrical installations to be unsafe in any way.

As the legal requirements to provide fire safety equipment is limited, it is your responsibility to ensure that your property is fire safe. Check you have working smoke alarms & clear exits. Whilst it is not a legal requirement you would be wise to agree with the landlord before you enter into an agreement that he does provide, as a minimum, smoke alarms throughout the house.

**Make sure you have a contact number for the landlord in case of emergencies.**

## Written Agreement

### Your Rights

You are entitled to a written statement of the basic tenancy terms covering the amount of rent

### Your Responsibilities

You are strongly advised to request a written agreement laying out the full terms of your tenancy in detail. You

payable, when it should be paid, any arrangements for increasing the rent and the date your tenancy began and the length of any fixed term.

A landlord must by law provide these within 28 days of your written request. The landlord must also supply you with their name and address or that of any agent.

**Keep a copy of any agreement, signed by all parties.**

should understand these & agree to them all before signing. Try to resolve issues about disrepair and safety in the property before signing.

It is usual to have many of your legal rights (e.g. quiet enjoyment) specified in the written contract as well, giving examples of breaches and setting out the procedure for when and how a landlord can access the property. Additional terms can also be agreed, for example that no pets are allowed or it is your responsibility to keep the grass short. Once in writing (unless they remove your basic legal rights) these additional rights and responsibilities must be complied with.

## Bills

### Your Rights

#### **Utility Bills**

In most cases your agreement will state that you are responsible for utility bills. However, if the landlord is responsible for paying the bills and fails to do so on time, supplies of water, gas or electricity may be cut off; seek advice if this happens and the landlord delays getting you reconnected. The local council may be able to step in and get these reconnected charging the costs to the landlord.

#### **Insurance**

Check what your agreement says, but the landlord is normally responsible for buildings insurance

### Your Responsibilities

#### **Water, Gas, Electric, Tel, TV License...**

You should agree at the time of entering into a tenancy exactly who is responsible for what bills. In most cases, this will be you, the tenant.

Obtain details of the relevant service providers and deal with them directly. Agree between yourself and other tenants how you will pay for these / whose name will go on the bills. Avoid having the same name on every bill if you share the house with others; keep this agreement in writing in case of any dispute. Get the meters read when you take over the tenancy, try to give the suppliers 48 hours notice.

only. Check that this cover is in place and what it includes.

Do sort out cover for your contents (or see if you are covered by your parents Insurance). Unfortunately, thefts & damage do occur. Seek quotes from various companies.

### **Council Tax**

Properties with only full time students are exempt from paying council tax. It is, however, your responsibility to inform the council of your statuses. If there is a non-student living in the house, please seek further advice.

## **Harassment**

Harassment is anything done by your landlord (or someone acting on their behalf), or other tenants, which stops you living safely and quietly in your home or persistently withdrawing or withholding services for which you have a reasonable need to live in the premises as a home. This could be where you are prevented from exercising your legal rights, for example getting you to sign an agreement to waive your rights or it could be influencing you to move out, for example by not carrying out repairs, making the property dangerous or uncomfortable to live in. It is not always easy to prove that you are being harassed but having someone make your life a misery is not right and not legal and you can do something about it!

## **Illegal Eviction**

In most cases a landlord needs a court order before they can ask you to leave your home. Illegal Eviction and Harassment are often closely connected—a landlord making you feel unable to remain in your home and thereby causing you to leave, evicting you illegally. Examples of harassment which may lead to illegal eviction are below. Even with a court order it is illegal for a landlord to use physical force or threaten violence in order to make you leave.



## Forms of Harassment... (this is not an exhaustive list)

- Changing locks while you are out
- Refusing access to your guests
- Refusing access to certain parts of the property at a whim
- Constant visits late at night & without prior warning
- Bribery
- Making threats / Being Abusive / Banging on the Door
- Entering the property without your permission, especially your own bedroom
- Allowing the property to get to such a state of disrepair that it becomes dangerous and uncomfortable to live in
- Sending builders round without notice and at unsociable hours
- Removing or restricting services like hot water and heating or failing to pay bills resulting in these services being cut off
- Harassment because of your race, religion, sex or sexuality
- Insisting on removing your rights in a written agreement

## I Am Being Harassed - What Should I Do?

Keep a detailed written record of anything that takes place which you believe constitutes harassment. This will include dates, times, what the incident was, who said and did what. Ask any witnesses to confirm what has happened in writing and take dated photos if necessary to back up what you are saying e.g. any damage caused to your property. Try to get a witness to any conversations you have with the harasser.

Put your complaint in writing to the harasser, so they cannot dispute the allegation of harassment. Keep copies of any letters written. **Report events as soon as possible after they happen.** ARC Advisors, the local council, solicitors or other advice agencies can advise you more fully on your rights, mediate in the event of a dispute and may be able to represent you in court if necessary.



You can take civil action in the court for an injunction against the landlord to stop the harassment or to force the landlord to allow you back in to your home. You may also be able to claim damages or compensation for illegal eviction. In some cases a criminal prosecution may be taken against the landlord by the local council.

## **My Landlord Is Not Meeting His Responsibilities**

So, you have rights in the law and will often have agreed additional rights in your contract, but what happens when the landlord breaches these rights, e.g. is harassing you, has changed the locks, removed your belongings or failed to carry out repairs?

When problems arise, keep a written record with dates. Make attempts to discuss the problems with your landlord and if he fails to respond put your concerns in writing to him explaining the problem clearly, what you want to happen and by when. All letters to the landlord should be dated, signed by all tenants (where applicable), posted by recorded delivery and a copy should be kept for your own records. If the problem persists, seek further advice from Guild Advice.

Depending on the type of breach you may be advised to make a complaint to the local Council Housing Office or the local Environmental Health Department or ultimately to take the landlord to Court to remedy the breach and / or to obtain compensation. In serious cases of breach it may justify you leaving your accommodation and cancelling a fixed agreement early, but you must seek further advice on this. More specific advice on breaches relating to repairs can be found in "**Advice Direct... Repairs**" and where you are being harassed see above.

## **Local Council Housing Office**

The Tenancy Relations Officers can make the landlord comply with the law and may act as a mediator / conciliator. The local authority can also prosecute landlords in serious cases, leading to fines and or imprisonment.

## **Environmental Health Department**

Your local Environmental Health Department (EHD) is under a duty to ensure that your accommodation is not 'unfit for human habitation' and does not constitute

a 'statutory nuisance'. This can include: infestations, repairs, rubbish piles or severe noise nuisance.

Once you report your problem to your EHD they will usually inspect your property. If they are satisfied with your case then they will serve a Notice to your landlord requiring them to correct the problem within a specified time period. The EHD has the right to prosecute landlords.

## Legal Action

As a last port of call you may need to take the landlord to Court yourself, although this can be a lengthy and expensive process. The Court can make Orders to stop harassment, to recover your possessions and to allow you to re-enter the property. You may even be able to seek damages / compensation from the landlord for the misery of living in poor conditions and for any additional costs incurred as a consequence, for example having to buy and use electric heaters where the gas has been disconnected for safety reasons or to replace goods which have been damaged or where you have been injured as a result of disrepair. **Always seek advice before taking any form of legal action.**

## International Students-Landlord Immigration Checks

Private landlords will now be expected to check the immigration status of their tenants under new rules proposed by the government as part of a crackdown on illegal immigrants in the UK. The new Immigration Bill '**would require private landlords to check the immigration status of their tenants**'.

Therefore if you are an international student looking to rent privately, your landlord may ask to see a copy of your visa, passport and student status before allowing you to rent from them.

## Sources Of Help

### **Guild Advice, Guild of Students**

Email: [thearc@guild.bham.ac.uk](mailto:thearc@guild.bham.ac.uk)

Visit the website at: <http://www.guildofstudents.com/support/thearc/>

#### **Guild Advice Opening Hours (Term Time)\***

<b>Monday - Friday</b>	<b>10am — 4pm</b>
<i>Drop In Clinics</i>	<i>12-2pm</i>
<b>Saturday &amp; Sunday</b>	<b>CLOSED</b>
<b>*Vacation Periods</b>	<b>12 noon – 2pm</b>

### **Shelter**

[www.shelter.org.uk](http://www.shelter.org.uk)

Offers advice and information about any housing problems.

Room 30, 2nd Floor, Ruskin Building, 191 Corporation Street,  
Birmingham City Centre Tel: 0121 236 6668

*Shelterline* is a 24-hour free phone service providing advice on a range of housing issues. Tel: 0808 800 4444

### **Birmingham Council Private Tenancy Team** [www.birmingham.gov.uk/privatetenants](http://www.birmingham.gov.uk/privatetenants)

Private Tenancy Officers provide advice and assistance on a range of housing issues, including illegal eviction, disputes and harassment.

Tenancy Issues: 0121 303 5070

Repairs: 0121 303 5341

### **Citizens Advice Bureau**

[www.citizensadvice.org.uk](http://www.citizensadvice.org.uk)

Birmingham City Centre

Ground Floor, Gazette Building, 168 Corporation Street Tel: 0121 248 4950

### **Birmingham County Court**

<http://www.hmcourts-service.gov.uk>

Tel: 0121 681 4441

**Disclaimer:** The information on this guide only provides general guidance on housing issues and the law. The guide should not be regarded or relied upon as a complete or authoritative statement of the law.

Guild Advice will not accept any liability for any claims or inconvenience as a result of the use of information on this guide. If you think that you have a legal problem you should seek further advice.

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