

CARDIFF **STUDENT** LETTING

PART OF CARDIFF UNIVERSITY STUDENTS' UNION



GUIDELINES FOR STUDENTS

WWW.CARDIFFSTUDENTLETTING.COM

Cardiff Student Letting Guidelines for Students

Our advice to most first year students is that they should live in University residences for their first year of study. University residences provide an opportunity to meet and get to know other students, make new friends and help you to settle into University life as quickly as possible. The University Residence Department can be contacted on +44 (0)29 2087 4849 or email Residences@cardiff.ac.uk

This booklet is intended primarily for second and third year students, overseas, postgraduates and Erasmus students.

Introduction

These guidelines provide students with advice when using Cardiff Student Letting and house hunting in general. Cardiff Student Letting will always endeavour to put students first.

Like most letting agents, Cardiff Student Letting offers the landlord two letting services, 'Managed' and 'Find Tenant Only'

It is important that you understand the differences between the two and which service your new landlord has chosen as this will dictate whether you deal directly with the landlord or with Cardiff Student Letting after you have moved in. This booklet has been split into two distinctive sections to cater for each service; 'Managed' and 'Find Tenant Only'

In basic terms the following rules apply. If your new property is;

Managed

You always deal directly with Cardiff Student Letting. Any problems, maintenance queries etc. should all be reported to Cardiff Student Letting. The bond is held and protected by the Deposit Protection Service (DPS).

Find Tenant Only

Cardiff Student Letting will provide the initial tenancy agreement (contract) for you and collect the first months rent and bond before passing it over to the landlord. Once you have moved in you will be given your landlords contact details and any problems, maintenance queries etc. should all be reported directly to your landlord. Your bond will either be held by your landlord (but securely protected by one of two insurance based schemes), or held by the Deposit Protection Service until the end of the tenancy. You will be provided with full details of where your bond is held and the return procedure.

For guidelines on renting a 'Managed' property, please turn to page 4

For guidelines on renting a 'Find Tenant Only' property, please turn to page 18

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MANAGED PROPERTIES

1. FINDING THE RIGHT HOUSE:

1.1 WHEN TO START LOOKING

We suggest you start looking for your property to rent from mid-late January onwards. Do not be persuaded to sign up earlier there is enough property to rent.

1.2 WHERE TO LOOK:

First stop will be Cardiff Student Letting, which can be found in the Students' Union on the ground floor. If you are still unable to find suitable accommodation, other places to find out what property is available include University Housing list, local newspapers and local estate/ letting agents. Be careful; however, as some of the Agents may try to charge you for going on their books and will certainly charge you subsequent administration costs when you have agreed to take up the tenancy.

Cardiff Student Letting charges no Administration fees.

1.3 VIEWING PROPERTY:

First of all set yourself criteria of what is essential, preferable, acceptable and totally unacceptable with regard to the type of accommodation, location, rent, and facilities, standard of decoration and furniture and level of security. Make yourself a checklist so you do not forget anything.

2. CONTRACTS & INVENTORIES:

What Is A Contract?

In this context, a contract is a written or verbal agreement between a Landlord and a Tenant or Group, regarding the letting of a property. A verbal agreement is a binding agreement and automatically becomes an assured shorthold tenancy, giving reasonable security of tenure to the tenant; however, it may be more difficult to enforce.

We inform all our students to check properties and to use our minimum standard check list as a guideline when viewing properties to let.

CONTRACTS & INVENTORIES

- **Walls** - Is there any sign of damp/mildew
- **Heating** - What heating is supplied? Do all rooms have heating?
- **Power points** - Are there enough in each room?
- **Kitchen** - Does it have all the main appliances (cooker, fridge, washing machine) and are they big enough for the number of people using them?
- **Is there** enough cupboard space and preparation space?
- **Are there** any signs of pests? Is there a fire blanket by the cooker?
- **Bathroom/WC** - Is it clean? Does the washbasin look secure?
- **Does** the toilet flush? Is there a shower and curtain?
- **Furniture** - Is there enough for the number of people? Study area or at least a desk.
- **Is it in** reasonable condition? Do soft furnishings have fire resistant labels?
- **Safety** - Is the property fitted with smoke alarms and do they work?
- **Are there** certificates available for Gas Safety and Electrical Testing?
- **Security** - Are there adequate locks on the external doors? Windows?
- **Services** - Who pays for gas, electric, water, council tax?
- **Garden** - Is there a gardener? If not are there sufficient tools to do the job?

2.1 TYPES OF CONTRACT:

2.1.1 ASSURED SHORTHOLD TENANCY

This is the most common form of agreement and is usually for a fixed period of time, during which the tenant cannot give notice to leave and the Landlord cannot give notice to quit, unless you breach the agreement. If you remain in residence after the fixed time, you will change to a statutory periodic tenancy in which you can give notice, before the anniversary date of the tenancy of one rent period (usually a month). If you leave the property before the end of the fixed period, then you, or the letting group, will be liable for the rent.

CONTRACTS & INVENTORIES

2.1.2 UNPROTECTED TENANCIES

This is when you share the Landlords' only, or principal, home when he has lived there before and throughout the tenancy. The Landlord can evict you with only 28 days notice, without a court order, unless you have a fixed term contract, in which case seek advice.

If you share more than entrance/hall/passageway with your Landlord, then they only need to give 'reasonable notice' and they will not need a court order to evict.

THE LANDLORD IS NOT ALLOWED TO HARASS YOU WHILST YOU ARE A TENANT!

2.2 LICENCES

A Licence is not a tenancy and therefore does not offer the same protection under the Law. Some Landlords may use a Licence as a way of getting round the security of an AST, making it easier for them to evict, because, after any fixed term has finished, the Landlord can give 4 weeks notice to quit. Not all Licences are genuine as it depends on the individual situation; they may be just an AST.

IF YOU HAVE ANY PROBLEMS WITH A LICENCE, TAKE LEGAL ADVICE.

2.3 INVENTORIES

On Managed properties Cardiff Student Letting will carry out an inventory and a copy should be handed to you before the commencement of the tenancy for you to check on moving in. You have seven days to point out any discrepancies, which is vital as you may be charged for any discrepancies not noted on the inventory.

ALWAYS KEEP A COPY OF THE INVENTORY FOR YOUR FINAL INSPECTION.

PAYMENTS & DEPOSITS

3. PAYMENTS & DEPOSITS

3.1 PAYMENTS:

Once you have decided on your accommodation a holding deposit may be required to secure the room until the contracts are drawn up. The bond is usually used to secure the property. Before the commencement of the tenancy, the first months rent will be required and the dilapidations deposit (Bond), in cleared funds i.e. Cash, banker's draft or cleared cheque. Most agents will also charge an administration fee and possibly a reference fee. These fees can turn out to be quite expensive (£35-£175).

Note. Cardiff Student Letting charges no Administration fees.

3.2 BONDS

Cardiff Student Letting will hold bonds in the Deposit Protection Service (DPS) www.depositprotection.com. This means that the bond is held by an independent party until the end of the tenancy. We will provide you with a full explanation of how the scheme works.

3.3 WHAT ARE BONDS?

Damage to fixtures and fittings. It cannot be withheld or reduced to cover ordinary wear and tear. The amount asked for varies but is normally the equivalent of one months rent plus £100. e.g. Rent is £800pcm Bond would be £900. (This can then be broken down per room e.g. £200 each pcm with bond of £225 each)

3.4 A GUIDE TO GETTING YOUR BOND BACK:

- Get a written dated receipt/ statement from the owner/agent that clearly states the amount of the deposit and what it is for.
- Always get a receipt for any money paid. If you pay more than one thing at the same time (e.g. First months rent and deposit on the same cheque) make sure that the receipt shows each amount separately.
- A full detailed inventory will be provided by Cardiff Student Letting for all 'Managed' houses. Make detailed notes on this of any damage and return to us within seven days. Keep a copy for yourself, which the owner/agent has signed and dated.

PAYMENTS & DEPOSITS

- When you are coming to the end of the tenancy (about 1 month) invite the owner/ agent to inspect the property so that you will have time to replace anything if necessary.
- Make sure the property is clean for inspection and make sure that the owner/agent is happy, ask for it in writing or write to them confirming what they have said. Keep a dated copy.
- Settle all bills and give copies to the owner/agent, this can take time, as you will need to ring the various utilities company on the day you leave and give them the meter readings. They will then send you the bill. When you make the payment, make sure to request written confirmation of the payment.
- Return all keys to the owner/agent.

3.5 NATIONAL BOND SCHEME, DEPOSIT PROTECTION SERVICE (DPS) - RETURN PROCESS:

The following procedures laid out by the Deposit Protection Service is structured to apply a fair and quick way to deal with the return of a Bond.

- The return of the bond in full to the tenant where no dispute exists.
- The return of the bond either partially to the landlord and tenant or fully to the landlord where no dispute exists.
- If there is a dispute, the DPS will return any undisputed amount to the relevant party, but hold the disputed portion. An independent Alternative Dispute resolution (ADR) service will then help to resolve the dispute as quickly as possible.

Full details of operational procedures are available at:
www.depositprotection.com

4. REPAIRS:

4.1 RESPONSIBILITIES OF LANDLORDS

Once you advise Cardiff Student Letting of any repair or maintenance required they will contact the landlord to inform him what the problem is and will arrange the appropriate contractor to carry out such work. In some instances, the landlord may carry out the work himself or use his own contractors.

You do not have to accept poor conditions. The liability of the Landlord is set out in the Landlord and Tenant Act 1985 which defines strict areas of the Landlords responsibilities: -

To keep in repairs the structure and exterior of the dwelling- house (including drains, gutters and external pipes.)

To keep in repair and proper working order the installations:

For the supply of water, gas and electricity, and for sanitation (including basins, sinks, baths and WC's)

For the heating of space and water

This duty repair includes:

Any form of dampness

Cracked or damaged toilets

Rotting floorboards and window frames

Faulty gas, water or drainage pipes

Repairs to main walls, doors or ceilings

Electrical wiring that is perished or faulty

Note: LAW DEFINES THESE REPAIR OBLIGATIONS AND NOTHING IN YOUR CONTRACT CAN ALTER THEM.

REPAIRS

4.2 RESPONSIBILITIES OF THE TENANTS

- Tenants are legally obliged to use the property in a 'reasonable and tenant-like manner'.
- This includes (amongst other things):
- Reporting all disrepair promptly.
- Looking after the Landlords furniture and effects
- Unblocking a clogged up sink
- Turning off water when away from the property
- Ensuring fixtures and fittings are cleaned
- Changing light bulbs, vacuum cleaner bags etc.
- Not being a nuisance to neighbours
- Keeping the property clean

4.3 GETTING REPAIRS DONE

When a problem arises it is important to report it to us at Cardiff Student Letting in writing or by email and to keep a copy of the **DATED** letter. It is reasonable to expect any non-urgent repairs to be done within 21 days. Urgent work should be done within 48 hours, or immediately if necessary.

To ensure minimum hassle:

1. Report repairs immediately
2. Always confirm them in writing or email
3. Be reasonable about what you demand

If nothing gets done within the allotted time:

Write again with the statement that unless the repair is speedily undertaken, you will take the matter further.

If your letter is still ignored then the local Environmental Health Department has extensive powers under the Housing Acts to take action over disrepair where the property is considered to be:

Prejudicial to health e.g. severe dampness
Nuisance e.g. disrepair in an adjacent property
Unfit for human habitation
Severe structural disrepair
Minor disrepair affecting occupants' material comfort

NO LANDLORD WILL WANT A VISIT FROM THE ENVIRONMENTAL HEALTH OFFICER.

QUIET ENJOYMENT, HARASSMENT & ILLEGAL EVICTION

5. QUIET ENJOYMENT, HARASSMENT & ILLEGAL EVICTION

This leaflet available at Cardiff Student Letting does not provide an authoritative interpretation of the law. Nor does it cover every query you may have. If you are in doubt about your legal rights you should seek advice from the Lettings Manager or the Student Advice Centre in the Students' Union.

5.1 QUIET ENJOYMENT

All tenants have the right to 'quiet enjoyment' i.e. the right to treat the property as your home. It is a criminal offence for the owner/ agent to remove this right. The property is of course still owned by him/her and s/he has the right to inspect the premises from time to time. This **MUST** be done with your consent, at reasonable hours and with at least 24 hours notice in writing. Having a key and letting her/himself in at odd times and without your permission would almost certainly constitute harassment.

Provided that a guest does not take up residence, your owner/agent **CANNOT** dictate who comes to see you or at what time they should leave.

If you think that your right to 'quiet enjoyment' is being violated contact the Lettings Manager or the Student Advice Centre.

5.2 HARASSMENT

It is a criminal offence for any owner/agent to harass a tenant in any way. Harassment is not defined solely as verbal or physical abuse.

An owner/agent needs the tenants consent to enter and inspect the property. S/he is not entitled to a key and enters as and when s/he pleases. Persistently entering your home without consent, turning off or threatening to turn off utilities (gas, electricity or water) for no good reason, threatening to evict you because you are trying to get repairs done, all constitute harassment and need not be tolerated.

QUIET ENJOYMENT, HARASSMENT & ILLEGAL EVICTION

5.3 ILLEGAL EVICTION

Often an illegal eviction occurs following a sustained period of harassment of the tenant.

Sometimes the tenant is physically thrown out of the property by the owner/agent but often it is a case of coming back to the property to find that the locks have been changed and your possessions are put on the street. Normally an owner/agent can only evict a tenant by getting a court order. The main exceptions to this rule are:

Those people that live in a property where there is a resident owner who was resident at the time the tenancy began.

Those people that are given permission to live in a property, e.g. as a lodger in someone else's home, who the law will consider to be 'licensees'.

Most of you will not fall into these categories, you should seek **IMMEDIATE** advice if your owner/agent threatens, or attempts to evict you.

5.4 WHAT ACTION SHOULD YOU TAKE?

Above all be reasonable. It may be that the owner/agent does not realise that their behaviour is causing you distress. It may be that they do not realise that they are in breach of tenancy agreement. So **DISCUSS IT WITH THEM FIRST.**

You may be able to resolve the matter by pointing it out. If the problem is too serious for this action to be appropriate, or if discussion has not resolved the situation, you should write to the owner/agent (keep a dated copy of the letter for yourself) advising them that if they do not desist you will take further action. Whatever action you do take, you must contact the Lettings Co-ordinator to let them know what is happening and so that they can assist you.

6. SAFETY & SECURITY

6.1 BURGLARY AND THEFT:

Statistics show that, in this country, a theft of personal possessions occurs about once every one and a half minutes.

Students living off campus, in most inner city areas, have a **ONE IN FIVE** chance of being burgled (**IN SOME AREAS THIS CAN INCREASE TO ONE IN TWO**). It is therefore essential that you obtain some form of contents insurance. It is false economy to save money by not having any.

You can reduce the risk of burglary by making sure that: -

Strong locks are fitted on front and back doors.

Windows are fitted with locks

You do not rely on someone else to lock the doors when you leave.

You do not place expensive items where they can be seen through the window. If this cannot be avoided, buy a net curtain.

If you are leaving the property for a longer period, try to take your valuables with you.

Recommend that burglar alarm boxes are fitted, they act as a deterrent even if they are not connected.

6.2 FIRE:

LANDLORD'S RESPONSIBILITIES

By law, all furniture (except that made before 1950) in rented accommodation, which is considered to be soft furnishings (sofas, armchairs, cushions, and beds) must be fire resistant. This information should be on a label, somewhere on the furniture. The landlord is also required to provide adequate smoke alarms and a fire blanket or suitable fire extinguisher in the kitchen.

TENANT'S RESPONSIBILITIES

Never cover up, or remove the batteries from, a smoke alarm. You risk death or serious injury and the Landlord can sue for damage caused to their property.

- Always put candles on a protected surface.
- Never leave a candle lit when you go to sleep or leave the room.

SAFETY & SECURITY

- Test smoke alarms once a week.
- Inform the owner immediately if the fire blanket or fire extinguisher is used.
- Do not leave chip pans or hot fat unattended.
- Do not overload electric sockets.

6.3 GAS SAFETY:

If you are a tenant under a licence, a set term tenancy agreement or a lease of under seven years' duration, then your landlord must ensure that all gas appliances, fittings and flues provided for your use are safe. As a tenant, you have a right to:

- Gas fittings (appliances, pipe work) and flues being maintained in a safe condition.
- An annual safety check carried out on each gas appliance/flue by a CORGI-registered gas installer. Checks need to have taken place within one year of the start of the tenancy/lease date, unless the appliances have been installed for less than 12 months, in which case they should be checked within 12 months of their installation date.
- A copy of the current safety check record issued to you within 28 days of the check being completed. In certain cases, such as holiday property, the record can be displayed.
- A copy of the safety checks if you are about to move into rented accommodation.

Remember: safety checks are part of your legal rights. They ensure that your appliances are working effectively and guard against the dangers of carbon monoxide poisoning.

6.4 ELECTRICAL:

ALL ELECTRICAL INSTALLATIONS SHOULD BE CHECKED FOR SAFETY ONCE EVERY FIVE YEARS. ALL APPLIANCES SHOULD BE CHECKED ANNUALLY.

Ask to see a copy of the five-year inspection report and the appliance tests report.

You can reduce risks by:
Insisting on PAT testing

Not overloading sockets.

Not overloading extension leads.

Not running electrical wires under the carpet.

Not joining together pieces of electrical wire without using the proper connectors.

Making sure that the fuse plug in any electrical appliance is suitable and not of a higher rating than is required.

6.5 ENERGY PERFORMANCE CERTIFICATES

From 1st October 2008, all rental properties require an energy performance certificate (EPC)

A valid EPC must be made available to all prospective tenants before they even view the property.

Certificates are valid for 10 years.

7. BILLS:

7.1 MOVING IN

Cardiff Student Letting will take the relevant meter readings for you on the day you move in and notify the relevant companies (we still recommend that you take a note of the readings for your own records)

If you live in a shared house it is always best to have all occupants names on the bill or you may end up personally liable for the debt.

7.2 YOUR FIRST BILL:

Check the dates on the bill to ensure that you have not been charged before your moving in date and that the meter reading is the same.

7.3 SHARING BILLS:

For Gas, Water and Electricity it is easiest to divide the bill equally but with the Telephone bill, it is best to get an itemised bill to pay for individual calls, and sharing the line rental.

One of the biggest worries about sharing bills is that somehow you will end up paying for more than your share. If your name is the only one on the bill, then you may find yourself in the position where everyone has left at the end of the year, leaving you to pay the final bill.

If you are the only name on the bill, then you can be liable for the whole amount. However, you may be able to prove there were other 'beneficial users' who should be equally liable for their share. Utility companies can often be more open to accepting this if you offer them your share of the bill first.

7.4 GAS AND ELECTRICITY BILLS

These are usually billed quarterly but there are alternative methods of payment.

You can pay by monthly direct debit (usually the cheapest rate), a budget scheme where you have a payment book / card or, if the Landlord is agreeable, you can ask to have a token / card meter fitted.

7.5 WATER RATES AND COUNCIL TAX

Water Rates:

Unless the Landlord has specified in the contract that they will pay the water rates, you will be liable to pay.

Council Tax

There will be no Council Tax charge where full time students only occupy a house. There are specific rules governing who is classed as a full-time student. If you feel that you belong to this group but the council disagrees, seek advice.

How do I get my exemption certificate?

The University will issue you with one annually. The Certificate is posted to your declared semester time address in November each year. The Certificate does not relate to a particular address and is valid for the whole of that academic year, provided you continue to attend your course.

An exempt dwelling applies only to students who:

- Are defined as full time by the University or who are studying 21 hours a week or more.
- A qualifying student, under 20 years, studying 12 hours or more a week.
- A foreign Language student.
- A placement student.

Full-time international students and spouses (a dwelling is exempt if it is the main residence of a student and spouse, provided the spouse is not a British citizen and he/she is prevented under immigration rules from taking paid employment or claiming benefits). If the property is exempt then there will be no council tax charge although you will need to prove your student status to the Local Authority to prevent being charged.

You can obtain the necessary documentation from Student Support centre. If one member of the household is not a full-time student they will have to pay 75% of the total liability. If two or more members are not full-time students, then the full tax is payable.

YOU CAN BE SENT TO PRISON FOR NON- PAYMENT OF COUNCIL TAX.

7.6 TELEPHONES

Budgeting options include installing an 'incoming calls only' phone or, with your Landlords permission, installing a payphone. It may be preferable to have no line at the property but to exclusively use mobiles.

FIND TENANT ONLY PROPERTIES

1. FINDING THE RIGHT HOUSE:

1.1 WHEN TO START LOOKING

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1.2 WHERE TO LOOK:

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- **Garden** - Is there a gardener? If not are there sufficient tools to do the job?

2.1 TYPES OF CONTRACT:

2.1.1 ASSURED SHORTHOLD TENANCY

This is the most common form of agreement and is usually for a fixed period of time, during which the tenant cannot give notice to leave and the Landlord cannot give notice to quit, unless you breach the agreement. If you remain in residence after the fixed time, you will change to a statutory periodic tenancy in which you can give notice, before anniversary date of the tenancy of one rent period (usually a month). If you leave the property before the end of the fixed period, then you, or the letting group, will be liable for the rent.

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CONTRACTS & INVENTORIES

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IF YOU HAVE ANY PROBLEMS WITH A LICENCE, TAKE LEGAL ADVICE.

2.3 INVENTORIES

The landlord is responsible for providing you with a detailed inventory for the property. We advise and strongly encourage all Find Tenant Only landlords to provide inventories but under current legislation we have no authorisation to enforce this. Cardiff Student Letting advise that if no inventory is provided by the landlord, that you make a concise inventory yourself and pass it onto the landlord for signing as soon as possible after moving in.

ALWAYS KEEP A COPY OF THE INVENTORY FOR YOUR FINAL INSPECTION.

PAYMENTS & DEPOSITS

3. PAYMENTS & DEPOSITS:

3.1 PAYMENTS

Once you have decided on your accommodation a holding deposit may be required to secure the room until the contracts are drawn up. This is equivalent of one months' rent. Before the commencement of the tenancy, the first months rent will be required and the dilapidations deposit, in cleared funds i.e. Cash, banker's draft or cleared cheque. Most agents will also charge an administration fee and possibly a reference fee. These fees can turn out to be quite expensive (£35-£175).

Note. Cardiff Student Letting charges no Administration fees.

3.2 BONDS

Before signing the tenancy, tenants are advised to check who will hold the bond. It will either be:

1. The Deposit Protection Service (DPS). This means the bond is held by an independent party until the end of the tenancy. They will contact you to confirm that they hold your deposit and provide instructions on how you can retrieve the bond at the end of the tenancy. Any disputes at the end of the tenancy will be dealt with by the Alternative Dispute Resolution (ADR) service, who will help to resolve any disputes as quickly as possible. www.depositprotection.com 0870 7071707
2. Tenancy Deposit Solutions Ltd (TDSL). This means the landlord or an agent will hold the bond. Although the landlord may hold the bond, the bond is protected by an insurance based tenancy deposit protection scheme which ensures the bond is secure. More information is available at www.mydeposits.co.uk
3. The Tenancy Deposit Scheme (TDS). This again means that the landlord or an agent will hold the bond. The bond is protected by an insurance backed deposit protection and dispute resolution scheme. More information is available at www.tds.gb.com 0845 2267837

PAYMENTS & DEPOSITS

3.3 WHAT ARE BONDS?

Damage to fixtures and fittings. It cannot be withheld or reduced to cover ordinary wear and tear. The amount asked for varies but is normally the equivalent of one months rent plus £100. e.g. Rent is £800pcm Bond would be £900. (This can then be broken down per room e.g. £200 each pcm with bond of £225 each)

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- Return all keys to the owner/agent when you leave and ask them when they will be returning your deposit to you.

3.5: NATIONAL BOND SCHEMES: RETURN PROCESS

Procedures are in place for all three schemes to apply a fair and quick way to deal with the return of a Bond.

- The return of the bond in full to the tenant where no dispute exists.
- The return of the bond either partially to the landlord and tenant or fully to the landlord where no dispute exists.
- Dispute Process.

Full details of operational procedures are available from the relevant websites;

The Deposit Protection Service (DPS) www.depositprotection.com

Tenancy Deposit Solutions Ltd (TDSL) www.mydeposits.co.uk

The Tenancy Deposit Scheme (TDS) www.tds.gb.com

REPAIRS

4. REPAIRS:

4.1 RESPONSIBILITIES OF LANDLORDS

All maintenance and repairs queries must be reported to the landlord directly. He will liaise with you directly to get the issue resolved.

You do not have to accept poor conditions. The liability of the Landlord is set out in the Landlord and Tenant Act 1985 which defines strict areas of the Landlords responsibilities: -

To keep in repairs the structure and exterior of the dwelling- house (including drains, gutters and external pipes.)

To keep in repair and proper working order the installations:

For the supply of water, gas and electricity, and for sanitation (including basins, sinks, baths and WC's)

For the heating of space and water

This duty repair includes:

Any form of dampness

Cracked or damaged toilets

Rotting floorboards and window frames

Faulty gas, water or drainage pipes

Repairs to main walls, doors or ceilings

Electrical wiring that is perished or faulty

Note: LAW DEFINES THESE REPAIR OBLIGATIONS AND NOTHING IN YOUR CONTRACT CAN ALTER THEM.

4.2 RESPONSIBILITIES OF THE TENANT/S

- Tenants are legally obliged to use the property in a ‘reasonable and tenant-like manner’.
- This includes (amongst other things):
- Reporting all disrepair promptly.
- Looking after the Landlords furniture and effects
- Unblocking a clogged up sink
- Turning off water when away from the property
- Ensuring fixtures and fittings are cleaned
- Changing light bulbs, vacuum cleaner bags etc.
- Not being a nuisance to neighbours
- Keeping the property clean

4.3 GETTING REPAIRS DONE

Report problems immediately to the landlord and follow it up with a dated written copy or email. It is reasonable to expect any non-urgent repairs to be done within 21 days. Urgent work should be done within 48 hours, or immediately if necessary.

To ensure minimum hassle:

1. Report repairs immediately
2. Always confirm them in writing or email
3. Be reasonable about what you demand

If nothing gets done within the allotted time:

Write again with the statement that unless the repair is speedily undertaken, you will take the matter further.

If your letter is still ignored then the local Environmental Health Department has extensive powers under the Housing Acts to take action over disrepair where the property is considered to be:

Prejudicial to health e.g. severe dampness
 Nuisance e.g. disrepair in an adjacent property
 Unfit for human habitation
 Severe structural disrepair
 Minor disrepair affecting occupants’ material comfort

NO LANDLORD WILL WANT A VISIT FROM THE ENVIRONMENTAL HEALTH OFFICER.

QUIET ENJOYMENT, HARASSMENT & ILLEGAL EVICTION

5. QUIET ENJOYMENT, HARASSMENT & ILLEGAL EVICTION

This leaflet available at Cardiff Student Letting does not provide an authoritative interpretation of the law. Nor does it cover every query you may have. If you are in doubt about your legal rights you should seek advice from the Lettings Manager or the Student Advice Centre in the Students' Union.

5.1 QUIET ENJOYMENT

All tenants have the right to 'quiet enjoyment' i.e. the right to treat the property as your home. It is a criminal offence for the owner/ agent to remove this right. The property is of course still owned by him/her and s/he has the right to inspect the premises from time to time. This **MUST** be done with your consent, at reasonable hours and with at least 24 hours notice in writing. Having a key and letting her/himself in at odd times and without your permission would almost certainly constitute harassment.

Provided that a guest does not take up residence, your owner/agent **CANNOT** dictate who comes to see you or at what time they should leave.

If you think that your right to 'quiet enjoyment' is being violated contact the Lettings Manager or the Student Advice Centre.

5.2 HARASSMENT

It is a criminal offence for any owner/agent to harass a tenant in any way. Harassment is not defined solely as verbal or physical abuse.

An owner/agent needs the tenants consent to enter and inspect the property. S/he is not entitled to a key and enters as and when s/he pleases. Persistently entering your home without consent, turning off or threatening to turn off utilities (gas, electricity or water) for no good reason, threatening to evict you because you are trying to get repairs done, all constitute harassment and need not be tolerated.

5.3 ILLEGAL EVICTION

Often an illegal eviction occurs following a sustained period of harassment of the tenant.

Sometimes the tenant is physically thrown out of the property by the owner/agent but often it is a case of coming back to the property to find that the locks have been changed and your possessions are put on the street. Normally an owner/agent can only evict a tenant by getting a court order. The main exceptions to this rule are:

Those people that live in a property where there is a resident owner who was resident at the time the tenancy began.

Those people that are given permission to live in a property, e.g. as a lodger in someone else's home, who the law will consider to be 'licensees'.

Most of you will not fall into these categories, you should seek **IMMEDIATE** advice if your owner/agent threatens, or attempts to evict you.

5.4 WHAT ACTION SHOULD YOU TAKE?

Above all be reasonable. It may be that the owner/agent does not realise that their behaviour is causing you distress. It may be that they do not realise that they are in breach of tenancy agreement. So **DISCUSS IT WITH THEM FIRST.**

You may be able to resolve the matter by pointing it out. If the problem is too serious for this action to be appropriate, or if discussion has not resolved the situation, you should write to the owner/agent (keep a dated copy of the letter for yourself) advising them that if they do not desist you will take further action. Whatever action you do take, you must contact the Lettings Co-ordinator to let them know what is happening and so that they can assist you.

SAFETY & SECURITY

6. SAFETY & SECURITY

6.1 BURGLARY AND THEFT:

Statistics show that, in this country, a theft of personal possessions occurs about once every one and a half minutes. Students living off campus, in most inner city areas, have a **ONE IN FIVE** chance of being burgled (**IN SOME AREAS THIS CAN INCREASE TO ONE IN TWO**). It is therefore essential that you obtain some form of contents insurance. It is false economy to save money by not having any.

You can reduce the risk of burglary by making sure that: -

- **Strong locks are fitted on front and back doors.**
- **Windows are fitted with locks**
- **You do not rely on someone else to lock the doors when you leave.**
- **You do not place expensive items where they can be seen through the window. If this cannot be avoided, buy a net curtain.**
- **If you are leaving the property for a longer period, try to take your valuables with you.**
- **Recommend that burglar alarm boxes are fitted, they act as a deterrent even if they are not connected.**

6.2 FIRE:

LANDLORD'S RESPONSIBILITIES

By law, all furniture (except that made before 1950) in rented accommodation, which is considered to be soft furnishings (sofas, armchairs, cushions, and beds) must be fire resistant. This information should be on a label, somewhere on the furniture. The landlord is also required to provide adequate smoke alarms and a fire blanket or suitable fire extinguisher in the kitchen.

TENANT'S RESPONSIBILITIES

Never cover up, or remove the batteries from, a smoke alarm.
You risk death or serious injury and the Landlord can sue for damage caused to their property.

- Always put candles on a protected surface.
- Never leave a candle lit when you go to sleep or leave the room.
- Test smoke alarms once a week.
- Inform the owner immediately if the fire blanket or fire extinguisher is used.
- Do not leave chip pans or hot fat unattended.
- Do not overload electric sockets.

6.3 GAS SAFETY:

- If you are a tenant under a licence, a set term tenancy agreement or a lease of under seven years' duration, then your landlord must ensure that all gas appliances, fittings and flues provided for your use are safe. As a tenant, you have a right to:
- Gas fittings (appliances, pipe work) and flues being maintained in a safe condition.
- An annual safety check carried out on each gas appliance/flue by a CORGI-registered gas installer. Checks need to have taken place within one year of the start of the tenancy/lease date, unless the appliances have been installed for less than 12 months, in which case they should be checked within 12 months of their installation date.
- A copy of the current safety check record issued to you within 28 days of the check being completed. In certain cases, such as holiday property, the record can be displayed.
- A copy of the safety checks if you are about to move into rented accommodation.

Remember: safety checks are part of your legal rights. They ensure that your appliances are working effectively and guard against the dangers of carbon monoxide poisoning.

6.4 ELECTRICAL:

ALL ELECTRICAL INSTALLATIONS SHOULD BE CHECKED FOR SAFETY ONCE EVERY FIVE YEARS. ALL APPLIANCES SHOULD BE CHECKED ANNUALLY.

Ask to see a copy of the five-year inspection report and the appliance tests report.

SAFETY & SECURITY

You can reduce risks by:

Insisting on PAT testing

Not overloading sockets.

Not overloading extension leads.

Not running electrical wires under the carpet.

Not joining together pieces of electrical wire without using the proper connectors.

Making sure that the fuse plug in any electrical appliance is suitable and not of a higher rating than is required.

6.5 Energy Performance Certificates

From 1st October 2008, all rental properties require an Energy Performance certificates (EPC). A valid EPC must be made available to all prospective tenants before they even view the property. Certificates are valid for 10 years.

7. BILLS:

7.1 MOVING IN

Notify all the relevant companies that you have taken up occupation and for Gas and Electricity, you should read the meter on the day you move in, telephone the supplier with the reading and check the reading against your first bill.

If you live in a shared house it is always best to have all occupants names on the bill or you may end up personally liable for the debt.

7.2 YOUR FIRST BILL:

Check the dates on the bill to ensure that you have not been charged before your moving in date and that the meter reading is the same.

7.3 SHARING BILLS:

For Gas, Water and Electricity it is easiest to divide the bill equally but with the Telephone bill, it is best to get an itemised bill to pay for individual calls, and sharing the line rental.

One of the biggest worries about sharing bills is that somehow you will end up paying for more than your share. If your name is the only one on the bill, then you may find yourself in the position where everyone has left at the end of the year, leaving you to pay the final bill.

If you are the only name on the bill, then you can be liable for the whole amount. However, you may be able to prove there were other 'beneficial users' who should be equally liable for their share. Utility companies can often be more open to accepting this if you offer them your share of the bill first.

7.4 GAS AND ELECTRICITY BILLS

These are usually billed quarterly but there are alternative methods of payment.

You can pay by monthly direct debit (usually the cheapest rate), a budget scheme where you have a payment book / card or, if the Landlord is agreeable, you can ask to have a token / card meter fitted. These meters are free to have installed but do attract a slightly higher standing charge.

7.5 WATER RATES AND COUNCIL TAX

Water Rates:

Unless the Landlord has specified in the contract that they will pay the water rates, you will be liable to pay.

Council Tax

There will be no Council Tax charge where full time students only occupy a house. There are specific rules governing who is classed as a full-time student. If you feel that you belong to this group but the council disagrees, seek advice.

How do I get my exemption certificate?

The University will issue you with one annually. **The Certificate is posted to your declared semester time address in November each year.** The Certificate does not relate to a particular address and is valid for the whole of that academic year, provided you continue to attend your course.

An exempt dwelling applies only to students who:

- Are defined as full time by the University or who are studying 21 hours a week or more.
- A qualifying student, under 20 years, studying 12 hours or more a week.
- A foreign Language student.
- A placement student.

Full-time international students and spouses (a dwelling is exempt if it is the main residence of a student and spouse, provided the spouse is not a British citizen and he/she is prevented under immigration rules from taking paid employment or claiming benefits). If the property is exempt then there will be no council tax charge although you will need to prove your student status to the Local Authority to prevent being charged.

You can obtain the necessary documentation from Student Support centre. If one member of the household is not a full-time student they will have to pay 75% of the total liability. If two or more members are not full-time students, then the full tax is payable.

YOU CAN BE SENT TO PRISON FOR NON- PAYMENT OF COUNCIL TAX.

7.6 TELEPHONES

Budgeting options include installing an 'incoming calls only' phone or, with your Landlords permission, installing a payphone. It may be preferable to have no line at the property but to exclusively use mobiles.