

3. A landlord cannot neglect the tenants property
4. The landlord cannot threaten or offer money to a tenant as an incentive to leave the property
5. The gas, water and electricity supplies cannot be turned off by the landlord
6. A landlord cannot allow one tenant to threaten another
7. A landlord cannot prevent tenants friends from visiting the property

Section Six - Tenant Responsibilities

As a tenant you must play your part in ensuring the relationship between you and your landlord is as amiable as possible. Simple guidelines are set out below

General:

1. Ensure that you have read and understand the tenancy agreement
2. Abide by all the terms and conditions contained within the tenancy agreement
3. Be courteous to the landlord and to fellow tenants
4. Carry out day to day maintenance to the property as required
5. Respond to the landlords requests in a timely and courteous manner

During the tenancy

1. Ensure you abide by all anti-social behaviour laws and do not create a nuisance (excessive noise for example)
2. Allow the landlord reasonable time to carry out repairs
3. Promptly clear any blocked drains that occur as a result of misuse of the drainage system

Looking after the property

1. Provide access to the property for the landlord or his representative if a reasonable period of notice (typically 24 hours) has been given
2. Maintain good standards of cleanliness and hygiene within the property
3. Clean external rainwater goods and gullies, ensure they are free from debris
4. If you have pets, ensure that the landlord is aware and that they are allowed under the terms of the tenancy agreement. A tenant should take all reasonable steps to ensure a pet does not damage the property
5. Keep gardens/yard in a clean and tidy condition
6. Store refuse in a hygienic manner, and dispose of it promptly and correctly (recyclable materials correctly disposed of etc.)

Safety

7. Gas and electrical appliances should be used in accordance with manufacturers' instructions and only used for their intended purpose.
8. Follow all instructions in regard to fire safety
9. Do not wedge fire doors open
10. Keep routes of escape free from debris
11. Do not interfere with, modify or remove any of the equipment in the property that provides, or is related to, fire safety
12. Change batteries in smoke detectors as required

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Choosing a home to rent



Private Rented Sector Tenant Information Guide

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About Decent and Safe Homes East Midlands (DASH)

Decent and Safe Homes (DASH) East Midlands is a project funded by the Government Office of the East Midlands. We work with landlords, tenants and Local Authorities to raise standards in housing.

This is a condensed version of the full Tenant Information Guide that can be downloaded from www.eastmidlandsdash.org.uk

Section One – Choosing Your Letting Agent

Many high street agent chains are members of an accreditation scheme. These schemes include NAEA (National Association of Estate Agents) and ARLA (Association of Residential Letting Agents). There are some agents who are unregulated, and while this does not automatically label them as sub-standard, it does reduce your options for resolving problems should they occur.

If at all possible, always rent from a landlord who has been recommended to you by friends or family.

Section Two – The Viewing

Ensure you take enough time to examine both the exterior and interior of a property as closely as you possibly can. You do not have to be a qualified surveyor to identify some potential problems and hazards, follow the simple rules listed below to assist you.

Take a pen and paper and a copy of the agents property details (if available) with you to the appointment. A tape measure may be useful to measure any narrow walkways to see whether or not your furniture will fit into the rooms or through doorways.

This document is a condensed version of the tenant information guide that can be found on the DASH website at www.eastmidlandsdash.org.uk. It is unlikely that a property will meet all of the criteria set out in this guide as the information below represents an ideal, rather than an average, property.

Property Exterior Checklist

1. **Neighbouring Properties** – are they kept in good repair? Is there any evidence of vandalism?
2. **Roof** – any missing tiles? Does there appear to be a substantial sag in the roof? Can you see any raised or missing lead flashing around the chimney?
3. **Chimney** – does it lean to one side? Are there any cracks in the brickwork?
4. **Brickwork** – does it appear to need re-pointing? Are there any stepped cracks in the brickwork (this can indicate structural movement)
5. **Render** – if the property is rendered is there any bulging or fallen render?
6. **Guttering/Downpipes** – are they damaged, leaking or filled with vegetation?
7. **Essential Services** – where are the gas and electric meters? Are they card meters or quarterly meters?

Section Four – The Inventory

The inventory is an essential part of your agreement with the landlord. You will probably be paying a deposit and it is the inventory that will decide how much of that deposit is returned to you at the end of the tenancy.

If the landlord has provided an inventory, check that it is accurate. Make sure that every item you noted on the viewing is listed and that the condition of the items listed is also recorded.

Check to see that the landlord or the previous tenant has left the instruction manuals for all the appliances in the property. Ensure you know how to use each appliance within the property as any inadvertent damage is your responsibility.

Section Five – Landlord Duties & Responsibilities

Relating to the Property

Section 11 of the Landlord and Tenant Act 1985 makes the landlord responsible for the good repair and proper working order of the structure, exterior and installations within the property (whether or not it is stated in the tenancy agreement). This definition includes, but is not limited to, the following:

- walls, floors, windows and roof
- heating installations
- water, gas and electricity supply
- basins, sinks, baths and toilets

However, the landlord is only legally responsible for a repair once he has been made aware of it. It is therefore advisable to report defects in writing and keep copies of any correspondence including an explanation of the nature of the problem and when it was first noticed. Where a tenant is having serious problems with their landlord, the local council possesses the authority to prosecute the landlord under the provisions of the Landlord and Tenant Act 1985. Speak to your local council for further guidance.

Relating to the Rent

1. A landlord must always inform tenants how and when rent is to be paid
2. A landlord cannot refuse to accept rent
3. Rent levels can be increased if it is provided for in the tenancy agreement
4. If rent is to be paid weekly, a rent book must be provided

Relating to the Tenant

Section One of the Landlord & Tenant Act 1985

1. A tenant can request, and must be given, the name and address of their landlord. The request should be made in writing to the landlord or his representatives. Following receipt of the request, the landlord or his representative must reply to the request within 21 days.
2. A landlord or his representative must give reasonable notice (usually 24 hours) of any visit to the property. A tenant can request that a landlord desists from entering the property without the permission of the tenant. If the landlord persists, there may be a case for harassment charges to be brought against the landlord

Management of the property is handled in a satisfactory manner by competent individuals

Not all HMO's require a licence. The basic rule is that a property must meet **ALL** of the following criteria to be classed as a licensable HMO.

1. The property must comprise three or more storeys
2. Their must be five or more people resident at the property comprising two or more households
3. The occupants of the property must share one or more facilities, such as a kitchen or bathroom

As a tenant, you have the right to contact your local council regarding any serious or potentially serious property hazard, whether the property is licensable or not.

Section Three – The Tenancy Agreement

The tenancy agreement should clearly set out tenant and landlord responsibilities and no tenancy agreement can transfer legal obligations from the landlord to the tenant or vice versa.

Several examples and analysis of clauses within tenancy agreements are included within the Office of Fair Trading guidance on unfair terms in tenancy agreements. Copies of OFT publications can be acquired by visiting their website at www.offt.gov.uk. The OFT helpline number is 08457 22 44 99.

General Rules for the Tenancy Agreement

1. The agreement must be clearly written and free of unnecessary jargon
2. Check the type of tenancy – usually they are short term assured tenancies, typically running for six or twelve months
3. Once signed, the tenancy agreement is a binding legal contract and the tenant is liable for the remaining rent if they leave the property prior to the end of the agreement unless the contract permits otherwise.

General Information that should be contained within the Tenancy Agreement

The following information should be contained on the tenancy agreement. Ensure this is the case before you sign.

1. The landlords name
2. The tenants name
3. Address of the property to be let
4. Duration of the tenancy
5. Amount of rent payable
6. Date rent is payable
7. How the rent is to be paid
8. Who is liable to pay gas, electric, water and council tax bills
9. Amount of deposit payable
10. How and when deposit is to be paid

Always ensure you are given a copy of the tenancy agreement as you will need to refer to it in the future.

8. **Windows** – are they in good condition?
9. **Boundary Walls and Fences** – are they stable, is there any loose brickwork?
10. **Front and Rear External Doors and Frames** – are they in good repair and do they open and close smoothly?
11. **Exterior Security Precautions** – such as security lights, if they are present, check they are in working order.
12. **Lighting** – check whether or not the front of the property will be well lit at night.
13. **Dustbin** – ensure there is a dustbin for your property if one should be there.
14. **Waste pipes, Gullies & Soil Vent Pipes** – waste pipes should be secured to the property with brackets and flow directly into a drain. Gullies should be clear of debris and vegetation. Soil vent pipes should have a cage or cap at the top of the pipe.

Property Interior Checklist

Basic Factors to be Considered in More Than One Room

1. **Basic Property Certification** – ask to see copies of the CORGI gas certificate and the electrical safety certificate (typically labelled NICEIC or ECA.)
2. **The Size of the Property** – consider whether or not the property will be big enough to accommodate your needs.
3. **What is to be Included** – If furnished, check to see how much (if any) of this furniture will remain when you move in.
4. **Decoration** – check for marks behind furniture, impact holes in walls from door handles, heavy staining to painted surfaces, particularly in the kitchen or bathroom. Always obtain the landlords permission in writing prior to commencing any decorative works.
5. **Evidence of Dampness** – check all walls for staining, mould growth, peeling wallpaper etc.
6. **Flooring and Carpets** – pay attention to the actual floor of the property, not just the floor covering. Walk over as much of the floor area of the room as you can, note any sunken floorboards or excessive flexing. Look for excessive wear to carpets in busy areas, burn marks and/or staining.
7. **Electrical Sockets** – check condition of each and every electrical socket.
8. **Light Fittings** – check that the light fittings are complete, with no visible cable core.
9. **Central Heating** – Ask to see the service records for the boiler as every boiler should be serviced annually. Ensure the heating and hot water are switched on. Check all rooms have radiators, kitchens and bathrooms are the most likely rooms to be lacking a radiator.

10. **Gas Fires** – Turn them on full to ensure all of the bars work. When looking at any gas fired appliance (including the boiler) check for any tell tale soot like marks on the appliance itself or the surrounding wall. Such staining may indicate potentially deadly carbon monoxide emissions from the appliance.
11. **Fire Prevention** – if the property has smoke alarms, heat detectors or emergency lighting fitted, check that they are all in working order. If the property has fire doors fitted, ensure each fire door is fitted with a self-closing device and that the door closes freely and fully to the catch. Both smoke and heat seals may be fitted to the door frame or to the edges of the door itself, depending on local authority standards and regulations.
12. **Ventilation** – ensure all rooms have adequate ventilation, be it through opening windows or mechanical devices such as extractor fans. Check that all windows open and that all extractor fans work and are clean.
13. **Windows** – If the windows are double glazed, check for condensation between the glazed panels. If there is condensation present, the seal has been compromised and a new glazed unit will be required.
14. **Furniture** – all soft furnishings within the property should have the British Standard Institution Kite mark on a label to prove the furniture is fire resistant.

Property Checklist – Room by Room

Hallway/Stairs/Landing

1. **Stairs** – check to see whether or not you can feel the stairs flex when walking on them, particularly on the treads.
2. **Handrail/Bannister** – typically a handrail will have three fixings on the wall. Look for missing or loose spindles on the stairs or landing.
3. **Lighting** – check whether the lighting is sufficient to light the hall, stairs and landing.

Kitchen

1. **The Kitchen Layout** – Bear in mind, particularly if you have a larger family, small children, or another room off the kitchen such as a bathroom, that the kitchen could be a very busy room.
2. **Worktops** – inspect the worktops closely; look for burn marks, chips, grazes and bubbled laminate that would compromise hygiene
3. **Flooring** – Are they hygienic; if there is a vinyl floor are there any rips that could result in tripping while carrying hot pans or kettles?
4. **Wall & Base Units** – Check to see if they are readily cleansable; look out for any evidence of infestation such as droppings or insect eggs
5. **Silicone Seals and Splash Backs** – are any of the tiles loose, does the sealant appear to be mouldy or incomplete?
6. **Kitchen Sink** – is it clean? Is there a plug & chain fitted? Is it damaged in any way?

7. **Cooker** – If the cooker is gas fired, details of inspection should appear on the CORGI gas certificate that the Landlord is obliged to show you on request. Turn on all the hob rings, grill and oven to make sure they are working properly.
8. **Ventilation** – Ensure that condensation is not excessive and that there is no mould growth present.

Bathroom

1. **The Bath or Shower** – if the bath is plastic check for any cracks or splits in the bath. If the bath is cast iron, check the enamelling on the bath, look for missing or raised enamel. Check the bath panel carefully for cracks and splits.
2. **The Wash Hand Basin** – check for cracks or scratches; check the taps and the plug.
3. **The WC** – check the WC flushes correctly and check for staining, scaling, cracks in the pan and general hygiene.
4. **Splash Back Tiling and Silicone Seals** – check for cracked/loose tiles and poor silicone sealant that is incomplete or ill fitting.
5. **Bathroom Walls** – check the walls carefully for evidence of mould growth, loose plaster or flaking paintwork.
6. **Pipe Work** – run your fingers over visible pipe work to check for any leaks.
7. **Ventilation** – Ensure that condensation is not excessive and that there is no mould growth present.

Renting a Room in a House In Multiple Occupation (HMO)

If you rent a property with more than one person who is unrelated to you and share a common facility, then you probably live in an HMO.

If you live in an HMO, the property may require an HMO licence. Under the terms of the licence, the landlord has a responsibility to ensure the property is free from severe and/or dangerous defects.

The local council has the power to impose conditions on the property, such as number of occupants, remedy of certain defects etc. The local council will also check that the property is managed properly and the correct facilities are provided. For a property to be granted a licence, the following conditions must be met:

- The HMO is reasonably suitable for occupation by the number of occupants allowed under the license
- The license holder is a 'fit and proper person' (this involves disclosure of the license applicants past, including criminal records, associates and known occurrences of poor property management or non compliance with legal requirements)
- If there is a manager for the property, they too must be a 'fit and proper person'