

# Private Tenants' Handbook



This handbook is designed to help Exeter's **private** tenants understand their rights and responsibilities.

In Exeter 22% of people live in privately rented homes. This figure is above the national average and continues to increase. This handbook sets out some of the legislation that governs those in private rented property. It covers many aspects of renting from finding a home, to what health and safety issues to consider all the way through to ending a tenancy.

The idea of this handbook is to enable tenants to live in good quality and well managed accommodation. It can be used as a reference to help avoid problems when renting and where to find help if something goes wrong.

Exeter City Council recognises the importance of the private rented sector in helping to meet local housing need. The Council wants to encourage high standards in this sector to ensure it provides safe and decent homes for local individuals and families.

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Do you have any questions about this handbook?

Contact us by email: [environmental.health@exeter.gov.uk](mailto:environmental.health@exeter.gov.uk)

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## **1.0 FINDING SOMEWHERE TO RENT**

### **1.1 Letting Agents**

Finding a home through a letting agency is the most common way to find a house, flat or room to rent. Letting agents are private businesses used by landlords to find tenants, collect the rent and manage repairs and maintenance of a property.

There is a [list of local letting agents](#) on Exeter City Council's website. These agencies have attended training sessions run by us in partnership with the University of Exeter. The training offers frontline staff a good practical grounding in the Housing Health & Safety Rating System (HHSRS) – the basic standard for all housing – and other related laws. Whilst we cannot recommend any specific letting agent, if you are looking for a private rented home in the city there is a list of letting agents covering the Exeter area. Whether you use an agent or a private landlord, have some questions prepared that you can ask them to make sure they understand the law, that you are confident dealing with them and most importantly you trust them.

### **1.2 Websites**

Online you can find both private landlords and agencies advertising property on websites. Some of the most popular are:

[zoopla.co.uk](http://zoopla.co.uk)

[gumtree.com](http://gumtree.com)

[rightmove.co.uk](http://rightmove.co.uk)

If you are looking specifically for a room in a shared house there are specific websites for this. This is often the cheapest way to rent. Some of the most popular of these are:

[roombuddy.co.uk](http://roombuddy.co.uk)

[easyroommate.com](http://easyroommate.com)

[spareroom.co.uk](http://spareroom.co.uk)

### **1.3 Local newspapers**

The Express & Echo (published on a Monday and Thursday) advertise lets available through letting agents in the [Property section](#).

### **1.4 Local notice boards**

There are often adverts for rooms and property to rent on notice boards around the community in shops, libraries, newsagents etc. These are more than likely going to be private landlords advertising rather than an agent.

It is important to think about what sort of place you are looking for. Private rented property can vary in size, quality and cost and you need to make sure that you find something that suit meets your needs and budget. It is important that you don't sign a tenancy agreement until you are sure that property is right for you.

### **1.5 Free internet access – Devon Libraries**

If you are registered with Devon Library Services you are entitled to 2 hours free online

access a day. A [booking](#) can only be made seven days in advance.

You need to be a member of the library to book a computer and if you are not a member you can [join the library](#) by calling 0845 155 1001

## **1.6 Housing Options & Advice**

If your current housing is unsuitable or unaffordable or if you are homeless or threatened with homelessness you should make contact with the Housing Solutions team. You can either call 01392 265726 or email at [housing.advice@exeter.gov.uk](mailto:housing.advice@exeter.gov.uk).

You will need some relevant information available to you, such as your tenancy agreement, notice to quit from your landlord, any letters threatening repossession from mortgage lenders or any court orders that you have. You will then be referred to the Housing Advice Officer on duty that day. Please be advised that the service can be very busy over lunchtimes and later in the day. The team can help with a wide range of housing problems including:

- Difficulties in paying your mortgage or rent
- Being asked to leave your private rented or family home
- Help if your relationship has broken down

It is never too early to make contact as it is much easier to get help if there is still some time.

## **2.0 WHAT WILL A LETTING AGENT DO?**

### **2.1 Credit checks**

Credit checks are completed on new tenants to show that they can afford the rent. The landlord/agent will need written permission from you to complete the check and obtain information on your credit history and rating. You can check your own credit record through a number of online companies.

### **2.2 References**

It is likely that you will be asked about where you have lived for the past few years and contact details of your previous landlords. References may be requested from your employer or you could be asked to supply your bank details and proof of income and affordability.

If you are renting for the first time, your landlord might accept a reference from a parent/guardian or a recognised professional who knows you.

Some landlords interview prospective tenants or use a tenant referencing service, which will make checks and enquiries about you on a landlord's behalf.

### **2.3 GDPR (General Data Protection Regulations) 2016**



When an agent or landlord requests personal information from you, you must receive a Privacy Policy which will state what information is required and why, how long it will be held, to whom it will be given or shared (third Parties, especially contractors or Insurers who often needing contact details, the former for access), where and how it will be kept and how it will be destroyed. You, as the tenant, must give your consent if you are to receive any documentation in the form of emails, as opposed to post, and the landlord must send them as documents, not as links or they will not be classed as legally served.

#### **2.4 Tenant Fees Ban**

The Tenant Fees Act came into force in June 2019 which saw the banning of all tenant fees charged by agents and landlords except 'permitted' fees. In addition to rent, these permitted fees include:

- Tenancy Deposits must not exceed the equivalent of five weeks' rent (six week cap if annual rent exceeds £50,000).
- Holding Deposits will be capped at one week's rent.
- Early termination fees
- A cap of £50 for changes to a tenancy unless the landlord can evidence a greater cost.
- A change or early termination of a tenancy requested by a tenant.
- Council Tax, utilities and communication service.
- Tenant defaults such as replacement of lost keys
- Late rent payment (not exceeding 3% above the bank of England base rate).

#### **2.5 Holding Deposit**

Some agents require a holding deposit to secure a particular property whilst the tenancy checks are completed. This cannot be more than a week's rent. The holding deposit should be returned when you sign the tenancy agreement or used as payment towards your tenancy deposit or rent in advance. Before paying a holding deposit you should have written confirmation stating all of the details regarding the money, giving clear advice on when and how the money would be returned and what criteria allow the money to be kept and not be refunded.

A holding deposit commits you to taking up a tenancy. The holding deposit relates to the property to be let out, so in the case of a shared property; with several sharers signing just one agreement, only one holding deposit can be taken and not one from each tenant. Never pay a holding deposit unless you are certain about the tenancy, it may not be returned simply because you change your mind.

#### **2.6 Tenancy Deposit**

Once the checks have been completed and the agent or landlord agrees to you renting the property it is likely that you will need to pay a tenancy deposit. This can only exceed the value of 5 weeks' rent if the yearly rent exceeds £50,000 and then 6 weeks' rent can be requested.

The agent/landlord has a legal requirement to protect your tenancy deposit in one of the

three government approved tenancy deposit schemes:

- [Deposit Protection Service](#)
- [MyDeposits](#)
- [Tenancy Deposit Scheme](#)

Within 30 days of receiving your tenancy deposit your landlord/agent is legally required to:

- protect your deposit with one of the three government-backed schemes
- provide you with information about the scheme used (known as Prescribed Information)

Your landlord could face penalties if they don't protect your deposit or give you the Prescribed Information within the required time. It could also mean it is more difficult for the landlord to end your tenancy with a section 21 notice. If your deposit wasn't protected within 30 days it must be refunded in full before your landlord can serve a valid section 21 notice.

The deposit protection schemes are designed to keep your deposit safe and make sure you get back what you are entitled to at the end of the tenancy.

The tenancy agreement should tell you what the tenancy deposit covers. Usually a tenancy deposit is used to repair any damage or unpaid rent at the end of the tenancy.

### **2.6.1 Check if your tenancy deposit has been protected**

You will have to visit the website of each of the three schemes to check if your deposit has been protected.

[The Dispute Service](#)

[Tenancy Deposit Service](#)

[MyDeposits](#)

You will need the postcode of the property you rent, the tenancy start date, the amount of the deposit and the name of the person who took the tenancy agreement.

### **2.7 Smart Deposits**

With Smart Deposits you pay a fee for an insurance policy that covers damage up to the value of five weeks' rent rather than a lump sum to the landlord. This is a non-refundable payment unlike a tenancy deposit. You may have to pay a lump sum for the policy or a monthly amount on top of your normal rent payment. Smart deposit payments do not have to be protected in one of the government approved deposit schemes.

The benefit is that the amount you pay will be less than a tenancy deposit but you don't get any of the money back. If at the end of the tenancy there is unpaid rent or damage to the property the insurance company will pay out to the landlord. Some policies may require you to repay any money paid to the landlord to the insurance company so make sure you know the terms and conditions of the policy you are agreeing to. Remember, for most insurance

backed schemes there is also an annual premium that is due, so calculate what type of deposit works best for you.

## **2.8 Deposits for lodgers**

The tenancy deposit protection rules don't cover deposits paid by lodgers. The landlord isn't required to protect a lodger's deposit in the same way and if a dispute arises between you and the landlord that cannot be resolved, you would have to take the landlord to the county court to recover the money.

## **2.9 Using a guarantor**

You may need to use a rent guarantor if you are renting for the first time or cannot prove that you have a regular source of income. The guarantor agrees that they will pay the rent if you are unable to do so.

The guarantor is usually required to be a UK resident and own a property. They sign a legal document agreeing to cover the rent on your rented property if you are unable to do so. Therefore it is very important that they understand completely what they are agreeing to and what they may be liable for in the future.

## **2.10 Letting Agent Redress Scheme**

All letting and managing agents are legally required to be a member of a redress scheme. These schemes are in place to deal with complaints made by tenants or landlords about agents. The three Government-backed schemes are:

[Property Redress Scheme](#)

[The Property Ombudsman](#)

[Ombudsman Services](#)

The schemes provide a free, independent service for resolving disputes between letting agents and their customers. The local authority can issue a fixed penalty fine of up to £5,000 to a letting agency if it fails to join one of the schemes.

## **3.0 WHAT DOCUMENTS WILL I NEED?**

### **3.1 Have your documents ready**

Whether through an agent or a private landlord when you apply to rent a property it is important you have a number of documents available. It is likely that a number of checks will be completed to understand if you are likely to be a good tenant. You will need to:

- Prove your identity and right to stay in the UK
- Undertake a credit check
- Supply references
- Evidence benefits (if applicable)

### **3.2 Proof of your identity**

You will be asked to prove your identity by the landlord or agent. For example you may be asked to show:

- Photo ID – driving licence or passport
- Bank details, statements or banking card
- Pay slips
- Utility, credit card, council tax bills etc.
- A letter from your employer confirming that you work for them or copy of your contract
- Proof of benefit awards (when applicable)

Be careful not to give anyone a copy of your personal documents without knowing who they are.

### **3.3 Right to Rent**

Anyone who rents a private property in England, including lodgers and those who sublet, are required to prove they have a right to stay in the UK and the right to rent.

As a tenant you need to supply the landlord/agent with an original of the documents required. These include:

- UK passport or birth certificate
- EEA passport or identity card
- Permanent residence card or travel document showing indefinite leave to remain
- Home Office immigration status document
- Certificate of registration or naturalisation as a British citizen

The landlord or agent is required to take copies of these documents and keep a record of them for 12 months after the end of your tenancy. The landlord will need to see documents for anyone 18 years and older who will be living in the property. If your right to rent in the UK is limited your landlord maybe required to re-check your right to rent during the tenancy.

Tenants should not be selected based on their race, religion, sexuality, disability, marital status etc. Discriminating against someone on these grounds is illegal. Contact the Private Sector Housing team by email [environmental.health@exeter.gov.uk](mailto:environmental.health@exeter.gov.uk) or call 01392 265147 if you believe that you have been unlawfully discriminated against.

## **4.0 HELP TO PAY YOUR RENT**

### **4.1 Universal Credit**

In Exeter Universal Credit has replaced Housing Benefit and a range of other welfare benefits for most working age people. If you are working age and do not fall into any of the exemptions

you will need to claim Universal Credit for help with any housing costs. See our [website](#) for the exemption categories and details of how to make a claim.

Completing the online claim form is the quickest way to apply: [Complete the online benefit form](#).

#### **4.2 Benefits calculator**

The gov.uk website offers an [independent benefits calculator](#) to help you find out what benefits you could get, how to claim them and how your benefits would be affected if you start working. In order to use the calculators you will need detailed information about your income (including your partner's), outgoings (rent, childcare, repayments etc.), savings, benefit payments (including those living with you), pension (including those living with you), and Council Tax bill.

Completing the Housing Benefit [online Claim Form](#) is the quickest ways to apply for Housing Benefit and/or Council Tax Support. The form will also ask you for the Evidence and Proofs you will need to provide with your claim so have these available.

#### **4.3 Support with Council Tax**

If you experience difficulties making your council tax payments please contact us on 01392 265646 or [paymentsandcollection@exeter.gov.uk](mailto:paymentsandcollection@exeter.gov.uk) as soon as possible. We will make sure that you have received all the discounts, exemptions and support you may be entitled. Further information can be found by clicking [here](#).

#### **4.4 Get a Financial Health Check**

There are a number of organisations that offer free and independent advice on your financial problems.

The [Citizen's Advice Bureau](#) have an online household budgeting tool to work out how much you have available to repay your non priority debts. These include credit cards, overdrafts and other loans. At the end, you will be able to print off a financial statement which you can use to come to an agreement with your creditors.

The [Money Advice Service](#) offer a free Money Health Check which shows areas to focus on and practical ways to improve your financial situation.

The [National Debt Line](#) offer free debt advice using their My Money Steps online tool or via their free debt advice line on 0808 808 4000 Monday to Friday 9am to 8pm and Saturday 9.30am to 1pm.

[Step Change Debt Charity](#) offer free advice line for problem debt 0800 138 1111 (including all mobiles) or an online [Debt Remedy](#) via their website.

The [Shelter Debt Advice](#) offers advice on identifying the debts that need urgent attention and that could have the greatest impact if not sorted out. It will also help you to identify non-priority debts and offers advice on how to deal with bailiffs.

You can download and complete an income and expenditure form to show Exeter City Council or another agency if you need financial advice.

There is either:

- an income and expenditure calculator ([excel format](#)) which adds your figures for you, or
- an [income and expenditure \(PDF\)](#) sheet that can be downloaded and printed so that you can add your figures yourself.

To complete your own assessment you need to list:

- **How much money do you have coming in?** Working out how much money comes into your household is the first step towards completing a personal budget. You need this to work out how much money to offer creditors (the people you owe money to).
- **Maximising your income:**  
One of the most important things you can do to help sort out your money problems, is to make sure you are getting all the income you possibly can.
- **Where does the money go**  
You need to work out how much money you and your family spend on living expenses.
- **How much is left over**  
Look at what money is left after working out your essential living expenses.

### **Register for an account**

It is free and easy and will allow you to view online details for Council services such as Council Tax, Housing Benefit and Council Tax Support. You can register now at [www.exeter.gov.uk](http://www.exeter.gov.uk)

## **5.0 WHAT TYPE OF TENANCY DO I HAVE?**

It is important to understand what type of tenancy you have as different types of tenancy give you different rights and obligations. Tenancies for 3 years or less can be created without a written agreement; however it is advisable that you have a signed written tenancy agreement. You should make sure that you have read and fully understand the tenancy agreement before you sign it. Make sure you get a copy of the signed agreement for your records.

**Assured Shorthold Tenancies:** This is the most common form of private rented sector tenancy. Most new tenancies made after 28 February 1997 are automatically this type. An Assured Shorthold Tenancy will have the following essentials:

- the property you rent is with a private individual or company
- the tenancy started on or after 15 January 1989
- the property is your only or main home
- your landlord doesn't live in the property
- no notice was served by the landlord stating that it was not an assured shorthold
- confirmation of the rent and how often it is due, the deposit
- length of tenancy and periodic details at the end of a fixed term
- the deposit scheme and details

**Assured tenancies:** Private rented sector tenancies between 15 January 1989 and 27 February 1997 may be assured only i.e. not subject to the shorthold ground for possession. You will have increased protection from eviction with this type of agreement. From the 28 February 1997 the landlord will have to serve a notice on you saying that it was not a shorthold.

**Regulated tenancies:** Tenancies starting before 15 January 1989 may be regulated. You'll have increased protection from eviction

**Fixed-term tenancies:** A tenancy may be for a fixed-term, i.e. which lasts for a fixed number of months or years as set out in your tenancy agreement.

**Periodic tenancies:** Periodic tenancies run indefinitely from one rent period to the next, also known as a rolling tenancy. A periodic tenancy may be created when a fixed term expires and you remain in the property without agreeing to a new agreement – these can be contractual or statutory.

**Licences:** A licence is permission to stay in a property for a period of time. Unlike a tenancy a licence offers less protection. Subject to the type of licence you can be asked to leave at any time such as where you may share living accommodation with the landlord. It is very important to obtain legal advice on whether your situation is governed by a licence or a tenancy despite the description being used by the landlord.

## 5.1 Written agreement

If you don't have a written agreement you have the right to ask for a written statement of the date the tenancy began, the amount of rent payable, the dates on which it should be paid, the length of any fixed term, and any rent review arrangements. A landlord who fails to provide a statement of the tenancy terms within 28 days of a written request is committing a criminal offence and could be prosecuted and fined. Make sure the agreement you sign is quite recent, given current legislation means new editions are printed regularly; which will have the correct wording to protect both you and the landlord.

## 5.2 Verbal tenancy agreements

A tenancy can be created by oral agreement. If you have exclusive possession of a property and you pay rent, and you and the landlord have the intention to create the legal relationship,

a tenancy will have been created even though there has been no signed written agreement. A landlord should not allow a tenant to live in a property 'on approval', on the basis that a tenancy will be granted later. The tenancy will have been created by the initial act of occupation and payment of rent and be entitled to all the statutory protections provided to tenants under the law.

## **6.0 WHEN YOU MOVE IN**

When you move in your landlord needs to provide you with a number of documents. If they can't prove that you had these they lose their right to serve you a section 21 notice.

Landlords now need to provide the following at the outset of a tenancy:

- Latest version of the government's How to rent: The checklist for renting in England
- Confirmation that your deposit has been protected along with the prescribed information for the deposit scheme
- Up to date Gas Safety Certificate
- Valid Energy Performance Certificate
- Electrical Safety Certificate for new tenancies created from 1 July 2020 and all tenancies from 1 April 2021
- Privacy notice in line with GDPR
- Valid HMO (House in Multiple Occupation) licence, if applicable

### **6.1 How to Rent Guide**

Your landlord must give you, or email, the latest copy of How to Rent: the checklist for renting in England when issuing you with a new tenancy. The guide offers a checklist for each stage of renting a private property and more detailed information on:

- what to look for before renting
- living in a rented home
- what happens at the end of a tenancy
- what to do if things go wrong

The guide outlines the rights and responsibilities of a tenant with links to more detailed guidance. This guide is updated periodically with changes in legislation. The landlord doesn't have to give you updated versions of the guide unless you are issued with a new tenancy agreement.

### **6.2 Fire detection**

Your landlord is also required to check that:

- Smoke alarms have been fitted on every floor. They have been checked and are in working order at the outset of the tenancy.



- Confirmation that carbon monoxide alarms are fitted in every room with a solid fuel burning source. They have been checked and are in working order at the outset of the tenancy.

They could face fines of up to £5,000 if they do not do this.

There are a number of other things you should do as soon as you move into your property.

### **6.3 Why an inventory matters**

It is important to have an accurate record of the condition of the walls, floor coverings, appliances and furniture when you move in. Anything that is damaged or in need of repair or cleaning should be noted.

An inventory can help if there are any disagreements about damage at the end of the tenancy and any deductions from your deposit. A detailed inventory with photos will provide strong evidence if there is a disagreement. It is also very important, in order to lessen the chance of a dispute at the tenancy end, that you have detailed notes on anything the landlord or agent agreed could be changed – particularly decoration.

### **6.4 Utility companies**

It is important to find out which utility company supplies your new property as you need to notify them that you have taken over the accounts. You may also be able to get a cheaper tariff if you swap to a different supplier. It is always advisable to shop around for the cheapest deals using comparison sites. If you are directly responsible for paying the gas and/or electricity bills you have the right to choose who energy supplier is. Your landlord can only choose who the supplier is if they are directly responsible for pay the bills, or the property is tied into a Green Deal contract.

If you are unsure who the providers are:

- Electricity Supplier – The National Grid have a [Find my Supplier](#) form online or call the regional electricity distribution number 0800 6783 105 to find out who supplies your electricity.
- Gas Supplier – Use [Find My Supplier](#) online service or call the Meter Number Helpline on 0870 608 1524 to help you find your 'Meter Point Reference Number (MPRN)
- [South West Water](#) are responsible for the supply of your water in Exeter.

### **6.5 Meter Readings**

It is important to take readings from the gas, electric and water meters (where applicable) and contact the utility companies to give your details and the date that you moved into the property. It may be worth taking photos of the meter readings for your records.

As soon as you move in it is important to know how to turn off the water, gas and electricity in case of an emergency.

## **6.6 Contents insurance**

Your landlord is generally responsible for building's insurance but you will have to insure the belongings in the property. The buildings insurance will cover the fixtures and fittings within the home but will not cover your property. The landlord will not replace items belonging to you that have been stolen or damaged through crime or an accident in the property.

It is always advisable to shop around for the cheapest contents insurance deals using a comparison website. Some insurers won't cover tenants in shared accommodation so it is important to get the right policy.

## **6.7 Council tax**

Council Tax is a daily charge that helps pay for local services such as rubbish collection and those provided by Devon County Council, parish and town councils, Police and Crime Commissioner and Devon & Somerset Fire Authority. You should notify the Council Tax department as soon as you move in and a Council Tax bill will be calculated for your new home. You can do this using your [online account](#) or complete and return the [Moving In](#) form on the council's website.

Your landlord will need to prove that you were given you a copy of the latest version of the How to rent guide at the beginning of the tenancy in order to serve a valid section 21 notice to end the tenancy. The landlord doesn't have to give you updated versions of the guide unless you are issued with a new tenancy agreement.

## **7.0 IS THE PROPERTY IN A GOOD STATE OF REPAIR?**

### **7.1 Fitness for Human Habitation (FFHH) Act 2018**

The FFHH Act requires that rented houses and flats are 'fit for human habitation', which means that they are safe, healthy and free from things that could cause serious harm. The new law helps tenants to make sure landlords improve their properties when needed.

Your landlord must make sure that your home is 'fit for human habitation', which means that it's safe, healthy and free from things that could cause you or anyone else in your household serious harm. For example, if your house or flat is too cold and you can't heat it, this can affect your health. Included in the Act, is a protocol for Landlord/agent response times (initially to acknowledge the request, within 14 days in writing, explaining what is going to happen with a proposed timescale) to being informed of a repair being required.

If rented houses and flats are not 'fit for human habitation', tenants can take their landlords to court. The court can make the landlord carry out repairs or put right health and safety problems. The court can also make the landlord pay compensation to the tenant.

The government guide to the 'Homes Act' can be found [here](#).

## **7.2 Gas safety**

If there is a gas supply to your property, the landlord must give you a copy of the gas safety certificate before you move into a property. The certificate (also known as a CP12) must be issued by a Gas Safe registered engineer within the last 12 months. You can check whether an engineer is on the Gas Safe register by visiting the Gas Safe Register website [www.gassaferegister.co.uk](http://www.gassaferegister.co.uk). The register is an official list of gas engineers who are registered to work safely and legally on boilers, cookers, fires and all other gas appliances. All gas engineers should carry identification cards with them at all times.

It is against the law to let a property without an up to date gas safety certificate. The landlord must also complete a check every 12 months and supply you for a copy of the latest safety check for your records within 28 days of doing the safety check.

The landlord is always responsible for the safety of the gas appliances in the property you rent unless you have brought a gas appliance of your own into the property. If the appliance doesn't belong to the landlord you are responsible for the safety of that appliance. The landlord remains responsible for the safety of the gas supply to that appliance but not the appliance itself.

Your landlord cannot evict you from your property if they have failed to provide you with an up to date gas safety certificate (or Energy Performance Certificate).

### **7.2.1 Indications that an appliance is faulty or dangerous**

The danger signs to look for are:

- Stains, soot or discolouring around a gas appliance which may mean that the flue or chimney is blocked.
- A yellow or orange flame instead of blue on a gas fire or water heater.
- A pilot light that keeps going out

The HSE's Gas Safety Advice Line can be contacted on 0800 300 363 between 9am and 5.00pm Monday to Friday.

If there is a gas leak or signs of carbon monoxide poisoning call the National Gas Emergency Service on 0800 111 999. This service operates 24 hours a day.

## **7.3 The tenants' duties**

Tenants also have responsibilities when it comes to gas safety. You must report to your landlord any defect as soon as you are aware of it and you must not use an appliance that is not safe.

You must allow the gas engineer access to your property so that the safety check can be carried out. If any repair work is required you must allow the engineer access to complete

this. The landlord should give you reasonable notice that the safety check is going to take place.

Never attempt to fix gas appliances yourself as this is illegal and potentially very dangerous.

#### **7.4 Electrical safety**

From 1 July 2020 your landlord is required to provide a copy of an electrical safety report (called an Electrical Installation Condition Report (EICR)). This applies to new tenancies created after 1 July 2020 and all existing tenancies after 1 April 2021.

The electrical safety report has to be completed at least every 5 years and provided to all tenants in a property. Prospective tenants have to be provided with a copy of the electrical safety report within 28 days of their request to view it.

Landlords have a continuous duty to maintain their property to the electrical safety standards and to have evidence of this ensuring that works are completed by a qualified person. Landlords who fail to comply with the Electrical Safety Regulations may face a civil penalty up to a maximum of £30,000.

If a landlord breaches the regulations, the local authority has a duty to act. Local authorities are able to serve remedial notices and if the work is not carried out in time then the local authority has the power to carry out the required works themselves and then recover their costs from the landlord.

##### **7.4.1 PAT testing (Portable Appliance Test)**

PAT testing of electrical appliances is a visual inspection and safety check. A sticker is attached to the equipment, usually the plug, showing either a pass or fail and the next test date, which is normally every 12 months. PAT testing is not a legal requirement unless you are living in a HMO (House in Multiple Occupation).

Check that there are enough electrical sockets for your appliances so that you will not need to use multiple adaptors, which can be dangerous if overloaded.

##### **7.4.2 Electrical safety – the tenant’s responsibilities**

Always allow access to your property for the registered electrician to inspect the electrics and make any repairs required. Your landlord should give you reasonable notice of the electrician’s visit (at least 24 hours).

You should never attempt to repair, replace or amend the electrical wiring yourself. You should report any issues with the electrics or electrical appliances to the landlord as soon as you notice them. However, any appliances that you have brought into the property are your responsibility and not the landlord’s if they were not supplied with the property.

### **7.4.3 Signs that your appliances maybe dangerous**

Some of the danger signs to be aware of include cracked or damaged plug cases, smell of burning, frayed or damaged leads, burn marks and/or frequent blown fuses. You must tell your landlord if you notice any of the above on the electrical appliances supplied with your property. It is your responsibility to check if your own appliances are unsafe.

### **7.5 Fire Safety**

Those living in rented accommodation are seven times more likely to have a fire. There are a number of things to be aware of:

- Avoid overloading sockets – ideally keep to one plug per socket
- Avoid overloading extension leads – they will have a limit on how many amps they can take
- Don't dry your clothes on electrical heaters
- Use proper adaptors for non UK electrical appliances
- Never put a two prong plug into a three prong socket
- Be careful with cigarettes and candles especially near material and furnishings

### **7.6 Furniture & Fixtures**

Since 1 January 1997, all upholstered furniture in rental properties has to have a label showing that it is fire resistant. Most furniture made after 1988 will be manufactured to a fire safety standard.

The landlord doesn't have a duty to supply firefighting equipment e.g. fire blankets and extinguishers (unless you are in a House of Multiple Occupation).

There is a Fire safety in shared or rented accommodation leaflet available from the [gov.uk](https://www.gov.uk) website with further information.

### **7.7 Smoke alarms and carbon monoxide detectors**

Carbon monoxide (CO) is a colourless, odourless, invisible and poisonous gas which can kill quickly or cause serious harm. CO can be produced when chimneys and flues are blocked or gas appliances are not maintained properly. Symptoms of carbon monoxide poisoning include nausea, headaches and dizziness. More information can be found on [Gas Safe Register website](https://www.gas-saferegister.co.uk) about carbon monoxide poisoning.

[The Smoke and Carbon Monoxide Alarm Regulations](https://www.gov.uk/government/consultations/the-smoke-and-carbon-monoxide-alarm-regulations) were amended in 2022. From 1 October 2022 your landlord must ensure that:

- At least one smoke alarm is installed on each storey where there is a room used as living accommodation.
- At the start of a tenancy the smoke and carbon monoxide detectors are tested and in a working condition.

If your landlord does not supply you with working smoke and carbon monoxide detectors please contact the Private Sector Housing Team at [environmental.health@exeter.gov.uk](mailto:environmental.health@exeter.gov.uk) or call 01392 265147.

The landlord may be fined up to £5,000 if they don't comply with the legislation.

It is important for your safety that you:

- Test the batteries every week
- Never remove batteries from an alarm
- Replace batteries when they are required

### **7.8 Standards and Enforcement**

All landlords have a duty to ensure that property they rent out meets a decent standard.

If the standards of your private rental property are poor and you believe them to be a danger to your health & safety (or to anyone else living in the property) you should first contact your landlord or agent. It is important that you put your concerns in writing. If the landlord or agents fails to resolve any issues within a reasonable time you can contact ask the Private Sector Housing Team for advice and if necessary to intervene.

Our Private Sector Housing Team has powers to deal with poor housing conditions. When we become aware of a hazard, we will first talk to the owner/landlord to try and get them to reduce the risk in a reasonable time. Using the Housing Health and Safety Rating System (HHSRS) to assess defects within private rented properties councils have a duty to take some enforcement action where Category 1 hazards exist. They also have a discretionary power to take enforcement action where there are Category 2 hazards. Where improvements are not made within a reasonable time period, we may take formal action to deal with Category 1 hazards, but this may not be the case with Category 2 hazards as due to resourcing constraints we will only use our discretionary powers in exceptional circumstances.

The HHSRS identifies 29 hazards that relate to:

- Accidents – falls, fires, electric shocks, burns and scalds
- Collisions, explosions, structural collapse
- Dampness, excess cold and heat
- Lack of space, security or lighting, or excessive noise
- Pollutants e.g. asbestos, carbon monoxide, lead
- Poor hygiene, sanitation, water supply

If you believe that your rented property is unsafe please contact the Private Sector Housing Team by emailing [environmental.health@exeter.gov.uk](mailto:environmental.health@exeter.gov.uk) or call 01392 265147. When appropriate, an officer will visit and assess the property for each of the hazards. This risk assessment looks at the likelihood of an incident happening due to the condition of the property and the likelihood of a harmful outcome.

### **7.9 Energy Performance Certificate (EPC)**

An EPC should be provided to every PROSPECTIVE tenant free of charge at the point of enquiry as it is part of their decision making process. An EPC should not only be given once a tenancy has begun. Landlords and Letting Agents can face a penalty charge of £200 if they do not comply with this legislation.

An EPC tells you how energy efficient the property you are renting is and gives it a rating from A (very efficient) to G (inefficient). It also provides details on how much it will cost you to heat and light the property and what the carbon dioxide emissions are likely to be.

It is worth remembering that from 1 October 2015 the landlord cannot serve a valid section 21 notice to evict you from a property if they cannot prove that they gave you an EPC at the start of the tenancy.

### **7.10 Minimum Energy Efficiency Standards**

From 1 April 2020 there is a requirement for all properties rented out in the private rented sector to normally have a minimum energy performance rating of E on an Energy Performance Certificate (EPC). It is unlawful to rent a property which breaches the requirement for a minimum E rating, unless the landlord has applied for an exemption.

### **7.11 Exeter Community Energy**

Exeter Community Energy are a local social enterprise that help residents with energy saving projects. Their Healthy Homes for Wellbeing project provides free energy advice and free LEAP home visits for those who are eligible. Home Energy Adviser offers free practical energy advice and support to the vulnerable and fuel poor during home visits and at [drop-in energy advice clinics](#) across the city. To book a home visit please use the online [referral form](#).

### **7.12 Energy Company Obligation**

The current Energy Company Obligation scheme, ECO4, is a government energy efficiency scheme designed to tackle fuel poverty and help reduce carbon emissions. As a private tenant you may be able to have ECO4 measures installed in your privately rented home if you meet the eligibility criteria. You do however need consent from your landlord and depends on the EPC rating of the property. See [Exeter City Council's website](#) for further information.

## **8.0 DAMAGE AND REPAIRS**

As a general rule your landlord is responsible for maintaining and repairing the:

- structure and exterior of the building, including the walls, windows, doors, stairs, roof and chimneys
- sinks, baths, toilets including pipe work and drains
- heating and hot water
- electrical wiring
- gas supply and any appliances provided by the landlord.

### **8.1 A tenant's duty to maintain a property**

As a tenant you remain responsible for avoiding damage to your property and the neighbouring property, as well as some minor repairs and maintenance such as:

- changing light bulbs
- maintaining the gardens
- looking after the internal decoration, furniture and fixture and fittings
- not using unsafe appliances
- disposing of rubbish properly
- ensuring proper ventilation to avoid condensation and dampness
- heating the property adequately to avoid frozen pipes

Your tenancy agreement should give more detail of what you are responsible for.

You should always report repairs to your landlord or letting agent as soon as you are aware of them.

### **8.2 What to do if the landlord won't do repairs?**

If your landlord is refusing to carry out repairs we may be able to help you, there is a [Private Rented Property Complaints form](#) on the council's website. However, before contacting the Private Sector Housing Team you should always report repairs to your landlord or letting agent, keeping all copies of correspondence. This form is for alerting us to repairs not being made by your landlord. If you do this in person or on the phone it is worth following it up in writing. Ask them to look into the problem and let you know what action they will take. You will need to co-operate with any arrangements your landlord or agent makes to visit your home to look at the issue and carry out the work required.

If the landlord or agent doesn't respond to your complaint within a reasonable time it is important that you write to them again. Give the landlord reasonable time to respond but state that if the repairs are not carried out within 21 days that you will take further action.

You can contact the Private Sector Housing Team on 01392 265147 to ask for help and advice especially if you think that the property is unsafe and affecting the health and safety of you and/or your family. It is important to keep records of the issues that may have been caused e.g. photos, keeping damaged property, doctor's notes etc. that show the impact of the problem.

If you do not receive a response or the repair is not being done, contact the Private Sector Housing team again who can make arrangements to come to the property and discuss the action that can be taken.

You need to be sure that you are willing for the council to speak to your landlord. You will need to give details of your landlord or agent including how to contact them.

Please note that, the Private Sector Housing team cannot help with re-housing you, the role



of this team is to improve housing standards. You can contact the Housing Solutions team on 01392 265726 if you need housing advice.

### **8.2.1 What happens next?**

An assessment of the property will be made to decide if the issue comes under current housing law. Where such defects are identified we will discuss with you the action that we are legally able to take. In most situations we will deal with your landlord on an informal basis first rather than taking formal enforcement action although this will be dependent upon the severity of the problem.

If the repair issue is not a risk to health or safety we will not be able to assist with resolving the problem. Likewise, we will not take any action where a problem is the result of damage caused by a tenant, member of their household or visitors.

### **8.2.2 What action can the council take?**

The options are:

- Serve a notice on the landlord requiring that the work is carried out within a specified time. If the landlord does not act, the council can do the work and recover the cost.
- Make a legal order controlling the occupancy of the dwelling.
- Take emergency action if the defect needs immediate attention.

The action that the Private Sector Housing team can take depends upon a number of factors including:

- the nature and severity of the defect
- whether it can be remedied
- and the overall condition of the house or flat.

The officer will let you know what action is appropriate in the circumstances.

### **8.3 Can I stop paying my rent because my landlord is not carrying out repairs?**

You are advised to carry on paying your rent as it would make it easier for your landlord to evict you if you stopped paying. If you wish to do this you should first take legal advice as it may be necessary to keep the amount you would have paid in rent in a separate account to demonstrate your willingness to pay the rent.

### **8.4 What if my landlord tries to evict me because of contacting the Council?**

Your landlord can only end your tenancy if they have followed the proper legal procedure. If you feel that you have been evicted or threatened with eviction, or the landlord is making life difficult for you, because you have complained about the repairs please contact the Housing Advice team on 01392 265726 or email [housing.advice@exeter.gov.uk](mailto:housing.advice@exeter.gov.uk).

There is further information on the [Rogue Landlords](#) information sheet on retaliatory eviction.

## 9.0 DAMP AND MOULD

There are two main kinds of dampness in dwellings. They are:

**Structural dampness**, which occurs where part of a dwelling's structure becomes defective. Dampness can enter through defects such as slipped slates, leaking gutters, faulty chimneys and perished brickwork. Rising dampness occurs where naturally-occurring ground moisture is drawn up through porous brick and stone walls.



**Condensation dampness** occurs when warm, moist air inside a dwelling meets a cold surface (such as an external wall or the inside surface of a cupboard). The air cools at the contact point and the moisture in the air becomes a liquid. The colder the surface, the greater the likelihood of condensation. The moisture left on surfaces as a result of condensation will encourage mould growth.

### How can I tell which form of dampness is affecting my home?

It is not always easy to tell, but here are some key differences:

**Structural dampness** tends to produce a defined damp stain. It can usually be linked with the building defect that has caused it: a well-defined damp patch on an outside wall in a room, for example, the result of perished brickwork on the wall's outer face. Rising dampness only affects ground floor/basement rooms and often shows as a "tidemark" on external walls and solid internal walls in contact with the ground. It typically only extends to a height of around 90-100cm above the floor.

**Condensation dampness** is usually found in corners, in cupboards, behind furniture and under work surfaces - in fact wherever there is little air movement. It can often be seen as water droplets on windows or water pooling on window sills. It is often associated with mould that looks like 'black spots' and is typically found along skirting edges or ceiling edges. The mould can also occur on leather, suede and other natural materials and fabrics.

If you are not sure what is causing the damp in your home, start by checking pipes and overflows and under sinks to see if there are any obvious leaks. Have a look outside: you may be able to see if there are slates missing from the roof, cracked render or leaking gutters or rainwater pipes.

### What can be done to deal with the dampness problem in my home?

This depends very much upon the type of dampness present.

**Structural dampness** can be cured by repairing the defect which allowed dampness to penetrate. Rising dampness can usually be dealt with by injecting a damp proof course into the affected walls. Re-plastering may also be required.

**Condensation dampness** can be much harder to deal with. This is because everyday living activities such as cooking, boiling kettles, showering, and clothes drying indoors all produce the warm, moist air which gives rise to condensation. The way you use your home affects the amount of condensation you get. You don't need to alter your habits dramatically - just bear in mind the following tips:

- Keep kitchen and bathroom doors shut when cooking, washing or bathing - otherwise moist air will spread through the house to other (often cooler) rooms, such as bedrooms, where condensation could occur.
- When cooking put lids on pans to reduce the amount of steam and open kitchen windows. Don't allow kettles to boil any longer than necessary.
- The more moisture produced in your home, the greater the chances of condensation, unless there is adequate ventilation. Nobody likes draughts, but ventilation is essential.
- In winter open the windows a little, only as long as they are misted up. If you fit draught stripping, leave a space for a small amount of air to get through.
- Always use extractor fans when cooking or having a bath/shower.

#### **What about heating?**

You will get less condensation if you keep your home warm most of the time. Heating is expensive, but without it you are almost certain to get condensation. Here are some ways to use your heating effectively to reduce condensation:

- It is important that your heating system is checked regularly so that it works efficiently.
- Try to leave some gentle background heat on throughout the day in cold weather. Most dwellings take quite a long time to warm up, and it may cost you more if you try to heat it up quickly from cold in the evening.
- If you are struggling to pay for heating, ask your fuel supplier or your gas or electricity supplier about ways to spread the cost of fuel or consider switching to a cheaper supplier.
- Avoid using bottle gas or paraffin heaters. They are expensive to run and produce large quantities of water vapour which will make a condensation problem worse.

#### **What else can I do to avoid condensation dampness?**

- Avoid drying clothes indoors, particularly on radiators. This can increase condensation unless you open a window to allow air to circulate. If you have a tumble dryer, this must be vented to the outside.

- Don't overfill cupboards and wardrobes. Always make sure that some air can circulate freely.
- Move furniture away from outside walls to allow air to circulate.

### What can the Council do to help me with my dampness problem?

The help that the Council can give depends upon the type of dampness present and what is causing it.

The City Council can use its legal powers to make landlords carry out the repairs needed to cure **structural dampness**.

The City Council can sometimes use these same powers to deal with **condensation dampness**. They can be used where, for example, loft insulation or the heating system is inadequate, or ventilation is very poor.



If you think your home is affected by structural dampness or serious condensation resulting from inadequate insulation, heating or ventilation, you should contact the Private Sector Housing Team for information and advice at [environmental.health@exeter.gov.uk](mailto:environmental.health@exeter.gov.uk) or call 01392 265147.

## 10.0 ROGUE LANDLORDS

### 10.1 Retaliatory Eviction

In extreme cases a landlord could decide to evict a tenant rather than have to pay for repairs. However under the Deregulation Act 2015 landlords cannot evict a tenant who has made a legitimate complaint about the condition of their property. If the local authority has confirmed that repair work is required at a rented property the landlord will not be able to evict the tenant for six months.

Therefore you will have six months protection from eviction where a relevant improvement notice has been served. A Section 21 notice is invalid if:

- you have made a **written** complaint about the condition of the property to the landlord in writing before the Section 21 notice was served
- the landlord did not provide an adequate or timely response to the complaint
- the landlord served a Section 21 notice on you following the complaint
- you contacted the local housing authority about the matters raised with the landlord
- the council served a relevant notice in relation to the dwelling (a Hazard Awareness notice is NOT a relevant notice).

Furthermore, if the Local Authority serves a relevant improvement notice after the Section 21 notice has been served, then the Section 21 notice will be invalid. However, if the improvement notice is served after a possession order has been made the possession order will remain.

The protection from eviction also applies to disrepair in common areas in shared areas of a building if the condition of the common parts affects the tenant's enjoyment of the dwelling as a whole.

Furthermore, landlords will not be allowed to evict tenants from their properties if they have failed to provide gas safety certificates or energy performance certificates.

The protection from eviction does not apply where:

- the notice is due to a breach by the tenant to use the property in a tenant like manner,
- a relevant notice has been revoked as a result of being served in error or quashed
- the decision of the local authority to take the action to which the notice relates has been reversed
- the property is genuinely on the market for sale
- the landlord is a registered provider of social housing
- the mortgagee is entitled to exercise the power of sale

### **10.2 Harassment**

Harassment is action taken by a landlord (or someone acting on their behalf) that deliberately disrupts your life or makes you want to leave the property. Harassment can take many different forms, for instance:

- violence or threatening behaviour / someone enters your property without your permission (unless it's an emergency)
- cutting off your supply of water, gas and/or electricity

Harassment is a criminal offence. If you believe that you are being harassed in your property you can legal action. Contact the Private Sector Housing Team for advice at [environmental.health@exeter.gov.uk](mailto:environmental.health@exeter.gov.uk) or call 01392 265147.

### **10.3 Illegal eviction**

Your landlord will be breaking the law if they try to evict you without following the correct procedure.

Contact the Housing Solutions Team on 01392 265726 if you believe that you are being illegally evicted from your property. If the eviction happens at the weekend or in the evening you can call Exeter City Council's main number on 01392 277 888. The Private Sector Housing Team may be able assist in prosecuting the landlord. Contact them at [environmental.health@exeter.gov.uk](mailto:environmental.health@exeter.gov.uk) or call 01392 265147.

You must call the Police if your landlord and/or agent uses or threatens you with violence. Illegal eviction is a criminal offence and you may be able to prosecute your landlord. Illegal eviction can include:

- changing the locks when you are out
- physically removing you from the property
- forcing you to leave by using threatening behaviour

Your landlord has to follow the correct procedure through the courts before a bailiff can legally remove you from the property. Even if the landlord has been granted possession of the property if they force you to leave before bailiffs arrive this is illegal eviction. Only a bailiff can legally evict you from a property and they must have a valid warrant from the court.

The council can discuss with your rights to stay in the property and may be able to contact your landlord to explain your respective rights and responsibilities and negotiate your return. If you are homeless as a result of the illegal eviction the council may be able to find you emergency accommodation while they look into the case.

The council may be able to prosecute your landlord for harassment or illegal eviction. If the court finds your landlord guilty they could be fined.

If you need to take legal advice have a look for a solicitor offering free initial consultation appointments or contact Shelter on 0800 800 4444 to speak to one of their housing advisers.

## **11.0 OVERCROWDING**

Overcrowding can lead to physical and mental health problems, especially those related to child development.

### **11.1 How do I know if my home is overcrowded?**

Two pieces of law deal with overcrowding in dwellings.

The Housing Health and Safety Rating System is used to assess the risks posed to occupiers when their home provides insufficient space for normal living. If the hazard is serious enough it will be classed as a Category 1 Crowding and Space hazard.

A separate overcrowding standard is applied which relates to the number and ages of family members to the number and sizes of the living and sleeping rooms in the dwelling. This standard is called Statutory Overcrowding. It is very old (dating back to 1937) and by today's standards, very low; it is rare to find a dwelling that fails to meet it.

## **11.2 Getting an overcrowding assessment**

If you think you may be living in overcrowded conditions the first step is to contact the Private Housing Team with the following information:

- A list of every room in the house to include the length and width (preferably in metres)
- The names of everyone and where they sleep and their sex and age.

This will enable the Private Sector Housing team to judge whether your home is likely to be seriously overcrowded. If necessary you will be contacted to arrange a visit to your home if it does seem likely that you are in an overcrowded property.

If a visit is made, a full assessment of the property will be made under the Housing Health and Safety Rating System. Any enforcement action required to resolve any defects identified will be undertaken even they don't relate directly to overcrowding.

## **11.3 What happens next?**

In applying the Housing Health and Safety Rating System if serious overcrowding is identified Devon Home Choice will be informed. They will consider whether your housing application should have a higher priority. Their decision may include placing the application in a higher Home Choice band. This will not be higher than Home Choice band B

Where there is a serious risk; your wishes and particular circumstances will be discussed with you. Where there is no risk or the risk is not serious your landlord will be made aware but no further action will be taken. However, legal action will be considered when needed.

Please contact the Contact the Private Sector Housing Team for information and advice at [environmental.health@exeter.gov.uk](mailto:environmental.health@exeter.gov.uk) or call 01392 265147.

## **12.0 RENEWING OR ENDING A TENANCY**

It is important that whenever you change, renew or end your rental agreement with your landlord that you do it properly.

With an assured shorthold tenancy, you will have usually committed to renting the property for a fixed period (e.g. 6 months or 12 months). You normally have a few options when this period comes to an end:

- do nothing and the agreement will automatically move to a periodic or rolling tenancy
- sign a new fixed-term tenancy agreement (e.g. another 6 or 12 months)

- move out at the end of the fixed term after telling your landlord that you are going to leave

### **12.1 Periodic or rolling agreement**

Your tenancy will automatically become a periodic tenancy (or rolling agreement) if you don't sign a new tenancy agreement at the end of the fixed period. A periodic tenancy will continue rolling on from month to month or from week to week, depending on how often you pay your rent. At the end of the fixed term, if the agreement denotes the wording "from...to.....and then monthly thereafter" then the periodic term will be contractual with everything relating back to the agreement wording. If there is not this wording, the periodic term will become statutory and will become a new contract every month.

### **12.2 Signing a new fixed-term agreement**

At the end of a fixed-term agreement you can renew your tenancy agreement for another fixed term. Agreeing to another fixed term will give you security as a landlord is usually unable to evict you during the fixed term or raise the rent. However, the landlord does have the right to make changes to the new contract when you renew. These changes can include increasing the rent and the length of the fixed term.

### **12.3 Ending the tenancy properly if you want to leave**

You have the option to end the tenancy, provided you have given sufficient notice to the landlord. If you don't end the tenancy agreement in the correct way you are still liable for the rent and will have to make payments even if you are no longer living at the property.

Your written tenancy agreement should say how much notice you are obliged to give the landlord and where your notice should be delivered to. In absence of a written agreement the period of the tenancy is the period of the notice required e.g. a week for a week to week tenancy or a month for a month to month tenancy. Section 5 of the Protection from Eviction Act 1977 requires a notice to be in writing and to provide for at least a minimum period of 4 weeks before it is to take effect.

Be sure that you wish to end your tenancy before you serve a valid notice to quit. As soon as the notice is served it will terminate your tenancy on its expiry date. Unless you and your landlord agree to grant a new tenancy, you must leave your home. If you do not, although the Landlord will still need a court order and warrant to evict you, you will have no defence to the proceedings. If in doubt it is best to seek legal or housing advice before serving the notice to quit.

### **12.4 What is notice?**

Notice is to be given in writing to the landlord and must give a date for quitting your tenancy, being either the last or first day of a period of your tenancy. For instance, if your tenancy started on 15th June then the 15th of every following month will be the first day of a period of your tenancy. To avoid doubt as to the quitting date additional words 'or at the end of the



period of the tenancy expiring next [four weeks] [one month] [other period] after the service of this notice upon you' should be added.

Always keep a copy of the notice for your records as well and make sure the notice details:

- your name and your address
- the date on which you will be leaving the property
- details of where or how the landlord can contact you after you have left for instance to return your deposit

If you post it, it's best to send it by recorded delivery, but check your tenancy agreement about the address to which the notice should be sent. Your landlord should have provided you with an address for service of notices relating to the tenancy being served by you. When possible try and have something from your landlord that acknowledges your notice. This can be useful should you have any dispute with the landlord.

### **12.5 Abandonment**

If you leave a tenanted property without giving notice to the landlord your agreement with the landlord continues and the landlord can continue to charge you rent until the tenancy agreement is ended properly or the property is let to another tenant.

If a landlord takes on new tenants, then you will no longer be liable for the rent from the date that the new tenants move in. All the rent prior to this date you will remain responsible for and the landlord can apply for a court order to make you pay what you owe.

It is important to inform your landlord if you are going to be away from your property for any length of time. This is so they don't assume you have abandoned the property and to make sure they keep to the requirements of their insurance policy.

Under new legislation the landlord can end a tenancy agreement of an abandoned property, without the need for a court order, by serving a termination notice, if:

- there is 8 weeks rent arrears
- the landlord has given the required three warning notices, and
- neither the tenant, occupier nor deposit payer has responded in writing to the warning notices within the specified time.

If there was a good reason for you failing to respond to the termination notice you will be able to apply to the court within 6 months of the notice to reinstate the tenancy.

Your landlord may have the ability to dispose of your belongings or charge you for storing them when the tenancy is ended. It is important to know what the terms of your tenancy agreement state.

## 13.0 IF THE LANDLORD WANTS THE PROPERTY BACK

There are a number of rules your landlord or letting agent must follow when they want you to leave a property. If you are unsure about your rights contact the Housing Solutions Team on 01392 265726 or [Citizen's Advice Exeter](#) on 03444 111 444 (Monday to Friday, 10am to 4pm) as soon as possible.

### 13.1 After the fixed term has expired

The landlord doesn't need a reason to evict you after the fixed period has expired and can end your assured shorthold tenancy by giving two months' notice using a [Section 21 notice](#).

### 13.2 Section 21 notice

A [standardised section 21 notice](#) is required for all tenancies as from the 6 April 2015 there is no longer a requirement for a notice to expire at the end of a rent period. As long as a full 2 months' notice has been served then the section 21 notice will be valid.

Landlords can no longer serve a section 21 notice at the beginning of a tenancy to use at a later date. Section 21 notices have to be used within 6 months of the notice being served and it cannot be served until you have lived at the property for more than 4 months. However, if your tenancy started before 1 October 2015, your landlord can serve you with a section 21 notice at any time during the tenancy. The notice must expire on or after the end of the fixed term period.

A notice will **not** be valid if:

- Your deposit hasn't been protected in a government approved scheme and/or you have not been given the information about the scheme. If your deposit wasn't protected within 30 days it must be refunded in full before your landlord can serve a valid section 21 notice.
- Your deposit was protected more than 30 days after you paid it to your landlord
- Your landlord gives you a new fixed term tenancy.
- You are living in a HMO (House in Multiple Occupation) that should have a licence but doesn't.
- You haven't been given a copy of the EPC, gas safety certificate and/or How to Rent Guide.
- It has been served within 6 months of you complaining to the council about repairs or unsafe property conditions and the landlord has been issued with a notice to make improvements.

These rules apply to tenancies started on or after 1 October 2015. The court will decide if the section 21 notice is invalid after the landlord applies for possession.

### 13.3 Facing eviction

Your landlord must follow a very strict set of procedures in order to evict you from a property

(depending on your agreement).

If you have an excluded tenancy i.e. you live with your landlord as a lodger then they only need to give you 'reasonable notice' to quit. This type of notice doesn't have to be in writing and after this period of time your landlord can change the lock on your room, even if you still have belongings there. However, they must give your belongings back.

The procedure your landlord will have to follow will depend upon which type of tenancy you have. Ideally prevention is the best option; it is always worth having a conversation with your landlord and trying to come to a mutually beneficial arrangement regarding any issues. Always seek advice if you are unsure that your landlord has followed the correct procedure to end your tenancy.

#### **13.4 How your landlord can evict you**

Your landlord can use either a section 21 or a section 8 notice to start the eviction process. A section 21 notice can only be used after the fixed term of your agreement has ended but a section 8 notice can be used at any time during your tenancy. The section 8 notice can be used if you have rent arrears or break other terms of your tenancy agreement. Most of the time a landlord will use a section 21 notice as they do not have to have a reason to evict you.

#### **13.5 If you don't leave the property**

If you don't leave the property by the date in the notice to quit your landlord needs to apply to the court for a possession order. The court will decide if the notice was valid and if you should be evicted from the property.

If your tenancy started on or after 1 October 2015 the landlord must apply for a possession order within 6 months of giving you the section 21 notice. For tenancies started before this date the section 21 notice doesn't have an expiry date and the landlord can apply for a possession order any time after the notice period has expired.

#### **13.6 Defending possession proceedings—section 21 notice**

If you don't submit a defence to the possession order the court can make a decision using the accelerated possession procedure. This procedure cannot be used if the landlord is claiming for unpaid rent. If the court decides that you should leave the property the landlord can apply to the court for bailiffs to evict you. Only a bailiff can evict you from your property with a valid warrant from the court. It is illegal for the landlord to evict you.

If you believe that the section 21 notice isn't valid you need to return the defence form to the court explaining why you believe it isn't legally valid. This will usually mean that you will be given a date for a court hearing where you can explain your case. However, if your landlord is found to have served a valid section 21 notice an eviction notice will be issued by the court.

#### **13.7 Defending possession proceedings—section 8 notice**

Your landlord must serve you with a written notice of possession giving the grounds for

eviction. A section 8 notice is valid for 12 months and the landlord can apply to the court for a possession order as soon as the notice period has ended.

To use a section 8 notice your landlord must prove to the court that they have 'grounds for possession', a legal reasons to evict you. These grounds can be mandatory; if proven the court has to order you to leave the property, or discretionary; the court can decide if you have to leave the property.

You can challenge the notice if you believe that it isn't valid or you can disprove the landlord's reasons for possession. If you are successful the court can make a suspended possession order which allows you to stay in the property as long as you repay the rent or dismiss the case altogether.

For both routes of possession you can ask a judge to delay the eviction for up to 42 days if you can demonstrate that leaving the property would cause you exceptional hardship.

You may be able to access legal aid if you claim certain benefits or have a low income. Call the [Civil Legal Advice](#) helpline on 0345 345 4 345 for more information and advice.

### **13.8 Deductions your landlord could make from your deposit**

Your landlord could make deductions from your deposit for:

- Damaged to and/or missing property
- Cleaning costs
- Unpaid rent
- Unpaid Utility bills
- Outstanding allowable costs from during the tenancy as compensation to the landlord for paying bills rightfully due to the tenant, as listed in the agreement

Your tenancy agreement should state what your landlord could make deductions for at the end of the tenancy. If the landlord does make a deduction from your deposit they must let you know what each deduction is for and how much you are being charged for each item.

### **13.9 Damaged or missing items**

It is good practice to have a detailed inventory at the start of the tenancy, signed and dated by you and the landlord, which lists all the fixtures and fittings within the property and their condition. This should include photographs so that if you do have a dispute with your landlord these can be used as evidence.

When you leave a property it should be in the same condition as when you moved in allowing for wear and tear. Your landlord cannot make deductions from your deposit for a normal level of wear and tear, just damaged or missing items such as a cracked window pane or a hole in the plasterwork.

Wear and tear is damage or deterioration that happens with the ordinary use of a property. It is the landlord's responsibility to bear the cost of normal wear and tear in a property and a claim shouldn't be made against the tenant's deposit for a reasonable levels of wear and tear. For example, a landlord should expect that they will need to repaint the walls every few years and carpets and furniture will get worn over time.

It is reasonable for a landlord to charge for items that are damaged beyond repair or missing. A landlord could also make a claim for repairing or cleaning an item in order to make it useable again. The landlord can claim for accidental as well as intentional damage.

It is important that the landlord is not in a better financial or material position than at the beginning of the tenancy when taking a deposit for repairing or replacing an item. This must include an allowance for fair wear and tear. For instance, if several years into a tenancy a damaged item is being replaced you would not be obliged to replace it with a brand new item and neither could the landlord claim the cost of a brand new item. The landlord's claim for a replacement item should take into account the loss of value due to fair wear and tear over time.

#### **13.10 What is fair wear and tear?**

Fair wear and tear is the reasonable use of the premises by the tenant over time. For instance faded wallpaper or curtains or worn carpets are to be expected.

A tenant should not be held responsible for a change in the condition of the property due to them living in it over a period of time. The landlord could make a claim if wear and tear was deemed to be unreasonable for instance excessive number of nail/pin holes in the walls or damaged paint/woodwork.

#### **13.11 Cleaning**

A tenant has a duty to keep a property clean during the tenancy including the removal of rubbish. A tenant cannot claim fair wear and tear if they neglected to maintain the cleanliness of the property during the tenancy and the landlord wishes to make a claim for cleaning costs once you have moved out.

Your tenancy agreement may state if you have agreed to have the carpets and or curtains cleaned at the end of your tenancy. Always check what you agreed to when you signed the agreement before leaving as the landlord could make a claim against your deposit for cleaning costs. Make sure you keep receipts for any cleaning services that you use when you move out.

It is always recommended that if you clean the property at the end of a tenancy and that you take photos so that you can prove the condition of the property when you left.

#### **13.12 Unpaid rent**

If you have rent arrears are more than the value of your deposit the landlord could take you to court for the rest of the money.

### **13.13 What if you disagree with the deductions from your deposit?**

Your deposit should be returned to you in full at the end of your tenancy unless you have rent arrears or have damaged or lost an item. With an assured shorthold tenancy the deposit should be returned to you within 10 days of you leaving, or within a reasonable time if you are a lodger.

If your landlord wants to make deductions from your deposit they should write to you and explain what deductions are being made and the cost of each item.

### **13.14 Dispute resolution service**

Each of the deposit protection schemes have an alternative dispute resolution (ADR) service that you can use if you have a dispute with your landlord about how much deposit is being returned to you. This is a free service but the landlord has to agree to use the resolution service too. The ADR will decide how much deposit should be returned to you and their decision is final. For more information about the resolution service where your deposit is protected visit the relevant website:

[Deposit Protection Service](#)

[MyDeposits](#)

[Tenancy Deposit Scheme](#)

The dispute service will only deal with the return of the deposit. To seek compensation you will need to take separate court action.

### **13.15 Court action**

If have an assured shorthold tenancy and your landlord refuses to return all or some of your deposit you can choose to take court action. This should always be a last resort and you should always attempt to settle the issue with the landlord directly. If you wish to take your landlord to court you need to write to them stating why you believe you have a case, including any claim you wish to make for compensation. This is known as a letter before action.

You can take court action against your landlord if your deposit was protected in one of the three government approved schemes and your landlord refuses to use that scheme's dispute service. You could make a claim for compensation if your landlord didn't protect your deposit within 30 days or didn't provide you with the scheme's Prescribed Information within 30 days of you paying it.

If your deposit wasn't protected within the 30 days of you making payment to the landlord you can make a claim for the return of the deposit plus compensation of between one and three times the amount of the original deposit.

You can still take court action to get back some or all of your deposit if are a lodger. You will have to pay a fee to make a claim but you can claim this back from your landlord if you win

your case. You can also make a claim for interest on the amount you should have received at the end of your tenancy. However, if you don't win, you will not have the court fees returned. For more information on the how to make a claim, guidance and the forms to complete visit the Courts and Tribunals Service [Money Claim online](#) service.

## **14.0 LODGERS & RESIDENT LANDLORDS**

You are a lodger if you rent a room in your landlord's home and share facilities and sometimes the bills. A lodger is considered as an excluded occupier, which means you have less rights than tenants. For example, you don't have exclusive use of your room and your landlord is able to enter without the need to seek permission first.

### **14.1 Right to rent immigration checks**

Lodgers are required to prove that they have a right to rent in the UK. If you become a lodger after the 1 February 2016 your landlord should ask you for proof of your right to live in the UK.

### **14.2 Rental agreements**

Your landlords does not need to provide you with a written agreement although it is recommended. It sets out the rights and responsibilities of both parties should there be a dispute about rent or payment of bills. An agreement can be either periodic, which will run based on your rent payment period, or fixed-term, which lasts for a definite number of weeks, months or years.

### **14.3 Council Tax and utility bills**

The landlord can include a charge in your rent to cover the payment of utility bills and council tax, however a landlord can only charge the amount that they've paid for gas, electric etc. (plus VAT) and no more or they could face civil proceedings. It should be written into your rental agreement how the payment of council tax and utility bills is to be managed.

### **14.4 Rent**

A landlord is free to charge you any rent that they choose, but they cannot raise the rent if you have a fixed-term agreement, unless it is written into the agreement. If you do not have a written agreement then the landlord can choose to increase the rent when they wish to do so. If you are paying your rent weekly then the landlord must, but law, provide you with a rent book.

### **14.5 Deposits for lodgers**

The landlord may ask you to pay a deposit but the rules for tenancy deposit protection don't cover deposits paid by lodgers. The landlord isn't required to protect your deposit and if a dispute arises between you and the landlord that cannot be resolved, you would have to take the landlord to county court to recover the money.

It is good practice to agree an inventory of your room and the rooms you will be sharing prior to moving in. Make a note of the contents and condition and take pictures, asking the landlord to agree and sign the inventory.

The deposit can be used by the landlord to cover any of the following:

- missed rental payments
- items that are missing or damaged
- damage to the property
- the cost of cleaning

Your agreement should say when the landlord would make deductions from your deposit

#### **14.6 Landlord's obligations**

It is important to note that the repair responsibilities under the Landlord and Tenant Act 1985 do not apply to resident landlords who are renting a property to a lodger under a licence agreement. However, the landlord is responsible for ensuring that the home and the room that they provide is always in good repair and free from health and safety hazards and vermin. The landlord must also ensure that:

- any furniture provided complies with fire safety regulations
- an annual Gas Safety check is undertaken by a registered engineer
- the electrical system and electrical appliances that are provided by the landlord are safe to use
- the lodger has access to kitchen, washing and toilet facilities (which can be shared)

#### **14.7 If the landlord wants to end the agreement**

If you have a fixed-term agreement, then you have a right to remain in the property until the fixed-term has come to an end, or by notice if the agreement includes a break clause. If the agreement includes a break clause, the landlord can evict you after giving notice as specified in the agreement.

If a periodic agreement is in place, then the landlord can evict you at any time, however they would need to give you notice. The written agreement might include the notice period, however if it does not or if there is no written agreement then the landlord would need to provide a reasonable amount of notice. There is no set definition of what reasonable notice is, however this is usually based on the rental period, for example if you pay your rent weekly then your landlord should give you one week's notice.

The landlord can give you notice verbally and it does not have to be in writing, unless you agreed otherwise in your rental agreement.

If a landlord gives you notice to quit, you must leave the property when the notice period has ended. If you do not leave you will be considered to be trespassing. If you do not leave the landlord does not need to get a court order to evict you and can change the locks even if your



belongings are left in your room. They are allowed to remove your belongings from the property and leave them outside for you to collect.

It is however illegal for a landlord to use physical force or to threaten you with violence when evicting you from the property. You should contact the police if you believe that you are being threatened with physical violence.

If you find that you are being evicted from a property with very little notice please contact the Housing Options team on 01392 265726 or [housing.advice@exeter.gov.uk](mailto:housing.advice@exeter.gov.uk). Please have available any relevant information with you, such as your rental agreement.

## **15.0 SHARED ACCOMMODATION**

Sharing accommodation is usually cheaper than renting a property by yourself but it may also mean that certain issues are made more complicated if something goes wrong.

### **15.1 Tenancy arrangements in shared accommodation**

The most typical scenarios include:

- A joint tenancy - everyone shares the property and its facilities and no-one has exclusive possession of any part, even though in practice you may agree to occupy a particular bedroom. There is one tenancy agreement for the property which everyone signs.
- A sole tenancy - everyone in the property has their own tenancy agreement because they each have exclusive possession of one specific room but share the other facilities such as the kitchen.
- Or one person in the property has a sole tenancy and then sub-let rooms to others as sub-tenants or lodgers.

Your rights and responsibilities will vary depending on whether you have a joint or sole tenancy or whether you are a lodger or sub-tenant.

### **15.2 Joint tenancy**

You and everyone else in the property all have the same rights and responsibilities. You are all jointly and individually responsible for keeping the terms and conditions of the tenancy agreement.

#### **15.2.1 Paying the rent**

Everyone in the property is liable for the rent both jointly and individually. One or all of you can be held responsible for all the rent as it is not possible to say that each person is liable for a particular share even if you agree this amongst yourselves. If someone leaves the property without paying the rent, those remaining are responsible for paying their share. If you don't make up the shortfall, you are all jointly and individually responsible for any rent arrears that build up. Your landlord could deduct money from the deposit, take action to evict you all or

recover the debt from any one of you or a guarantor.

### **15.3 Sole tenancy in shared accommodation**

If you have your own individual agreement in your shared accommodation the situation is generally less complicated.

#### **15.3.1 Paying the rent**

You are responsible for paying your portion of the rent only. If you, or someone else in the house doesn't pay their rent, the landlord can only take action against that person and not everyone living in the property.

### **15.4 Ending your tenancy**

If your tenancy is still within the agreed fixed term you can end the agreement if a break clause was included in the agreement or you, the other tenant(s) and your landlord **all** agree that the tenancy can be ended early. This is known as a 'surrender'.

Within the fixed term one tenant giving notice on a joint tenancy will not end the tenancy. However, if the agreement is a periodic tenancy, running from one rent period to the next, and one tenant gives notice to the landlord this would end the tenancy for everyone living in the property. This can be done without the consent of the other tenants.

For a notice to quit to be valid it must be in writing and give the correct period of notice. This should be at least 28 days, a month if you have a monthly tenancy, or whatever may be written in your tenancy agreement

#### **15.4.1 If only one of you wants to leave - joint tenancy**

If you or one of the other tenants want to leave the property during the tenancy but the other tenants want to stay, there are a few options:

- find someone who is acceptable to the remaining tenants and the landlord to take on the tenancy
- the remaining tenants agree to pay the shortfall in rent between themselves

However you decide to proceed you must get your landlords agreement first. The landlord can amend the existing agreement by asking everyone to sign and date the variation or the landlord could end the existing agreement and create a new agreement for the remaining tenants.

#### **15.4.2 If only one of you wants to leave—sole tenancies**

If you, or someone you live with, wishes to leave the property it doesn't affect the tenancy agreement of the other people living in the property. The only impact will be a replacement tenant is likely to move into the property and you may not have any input into who this will be.

### **15.5 Deposits in shared accommodation**

Normally you will pay a single deposit for a joint tenancy even if the tenants on the joint tenancy pay individual amounts. If your assured shorthold tenancy started on or after 6 April 2007, your landlord is required to protect your deposit in one of the government approved tenancy deposit schemes. One, or all of you, should be sent details of how the deposit has been protected. If the landlord doesn't protect your deposit within 30 days of receiving it or pass you the required information about the scheme they can be required to pay up to three times the amount of the deposit back to you.

If you have a joint tenancy you are all equally responsible for damage to the property or unpaid rent and any deductions that the landlord makes will be shared between you. You can agree between yourselves when the remaining deposit is returned how it is divided up and if a deduction is to be covered by a certain individual.

### **15.6 Paying bills in shared accommodation**

When sharing accommodation it is common for everyone in the property to agree to share the cost of utilities, council tax etc. If you are the person who has their name on the bill you are then legally responsible for the whole of the bill until you end the contract. Therefore, if the others in the house don't pay their share you will be left to pay the bill and take legal action against the other tenants. It is good practice to get the supplier to agree in writing that you are taking on the contract on behalf of everyone living in the property. If the account has been set up in all the tenants' names it is legal for the supplier to chase anyone named on the contract for outstanding debts.

### **15.7 Paying Council Tax in shared accommodation**

Usually all tenants will have a joint responsibility to pay the council tax bill. If there is a council tax debt any one person on the account can be chased for the debt. If you live in a House in Multiple Occupation your landlord will be liable for the council tax and will likely to include a charge for the council tax in your rent.

Remember if you a student you need to contact the council tax department on 01392 265635 and apply for a student exemption.

### **15.8 TV licence**

If you are living in the property on a joint tenancy you will only need one TV licence for the property even if you have TVs in your own rooms. However, if you have a separate tenancy agreement for your own room you will each need a TV licence for TVs in your own rooms. If however, you share a TV in communal room you only need the one licence for the property.

### **15.9 House in Multiple Occupation (HMO)**

If you are moving into a property where there are three or more people who share facilities and at least one person isn't related to the others it is likely that you are living in a House in Multiple Occupation (HMO). Your landlord will need a licence for the HMO if you live with 5 or more people living in 2 or more households sharing an amenity such as a kitchen, bathroom

or toilet. This is regardless of the number of storeys. The storey requirement was removed from the previous definition on 1 October 2018. This means your landlord will have a number of extra legal responsibilities in the management of this type of property. You can check the council's website [here](#) to check if your property has been granted a licence by the council.

### **15.10 What happens if your landlord doesn't have a licence?**

If your landlord doesn't have a licence where one is required:

- you may be able to reclaim up to 12 months' worth of rent through a Rent Repayment Order for the time that the HMO was unlicensed.
- they cannot serve a section 21 notice
- they can be prosecuted and fined up to £20,000

Contact the Private Sector Housing Team for further information on Rent Repayment Orders on 01392 265147 or [environmental.health@exeter.gov.uk](mailto:environmental.health@exeter.gov.uk)

### **15.11 What are your landlord's responsibilities?**

Your landlord is responsible for the majority of repairs and maintenance including:

- the structure and exterior of the property including the walls, roof, guttering, windows, external doors etc.
- sinks, baths, toilets, pipework for water and gas supplies, electrical wiring, boilers, radiators, fitted heaters etc.

Even if you don't have a written tenancy agreement section 11 of the Landlord and Tenant Act 1985 implies a repair responsibility on the landlord.

If you live in an HMO your landlord has to meet extra responsibilities in addition to their repair responsibilities. These are on:

- Fire and general safety – mainly the provision of properly working smoke and/or heat detectors with alarms and a safe means of escape in case of fire
- Water supply and drainage – these cannot be unreasonably interrupted and must be kept clean and in good repair
- Gas and electricity – appliances and installations must be safe, which includes arranging an annual gas safety check and having electrical installations checked at least every five years
- Communal areas – such as staircases, halls, corridors and entrances, must be kept in good decorative repair, clean and reasonably free from obstructions
- Waste disposal – there must be enough bins for rubbish and adequate means of disposing of rubbish living accommodation – the living accommodation and any

furniture supplied must be clean and in good repair.

If you have any concerns about the condition or maintenance of your shared accommodation please contact the Private Sector Housing team at [environmental.health@exeter.gov.uk](mailto:environmental.health@exeter.gov.uk) or call 01392 265147 for information or advice.

# Private Tenants' Handbook

Do you have any  
questions about  
this handbook?

Contact us by email:

**[privatesectorhousing@exeter.gov.uk](mailto:privatesectorhousing@exeter.gov.uk)**

