

# Lodgers and 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.



## 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 your right to live in the UK.

## 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.

## 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 in your HMO.

## 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.

## 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



## 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)



## 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). You can also visit the Civic Centre between 9am - 5pm, Monday to Friday. If you approach in person please bring any relevant information with you, such as your rental agreement.