



Lettings Briefing

Giving rookie renters a helping hand



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Following the recent A-level results, many first-time students will be looking for last-minute accommodation, if they aren't heading to their first choice of university with an assured place in the halls of residence.

Parents can help guide the rookie tenants through the process, but may themselves not be aware of how things have changed since their Uni days or first-time flat rental.

All too often both parents and students get focused on the emotional upheaval or logistics, rather than the important details of checking out the property and making sure the landlord is a safe bet. Privately-owned student accommodation is likely to be an HMO - or house of multiple occupation – if it accommodates three or more students, which places extra obligations on the landlord. For example, an HMO will need to satisfy special requirements regarding fire and general safety, utility supplies and management of communal areas, which could include fire alarms, extinguishers and fire blankets on every floor. You can also ask to see landlord's HMO licence. If a landlord doesn't have a licence when they should, they can be prosecuted and you may be able to reclaim up to 12 months' worth of rent paid during the time that the HMO was unlicensed.

Whether the property is classed as an HMO or not, all landlords should ensure that gas appliances are covered by an annual check, that all electrical installations are checked every five years by a qualified electrician and that any appliances like washing machines, kettles or toasters have a PAT certificate.

In privately-owned student accommodation, any agreement is likely to be based on an assured short hold tenancy. This can be for a fixed term such as the academic year, for 12 months, or periodic, which may run from month-to-month. Most lets include the summer holiday period these days, with either full or reduced rent due.

A written agreement should be provided by the landlord, and as a minimum this should be a statement of the main terms, including the date it will begin, the rent due, when and how it must be paid, if the rent can be changed and how long the agreement is for. Under some agreements the tenants may be jointly and severally liable for the rent. This means that, if one of the tenants does not pay their share, the landlord can sue any of the other tenants for the unpaid rent and may pursue the easiest option. For example, in a house share with a mix of home and overseas students, the landlord may choose to pursue one UK resident for the whole sum, rather than any

of the overseas students. Also, it's likely that every student will have to be backed up by a guarantor such as a parent.

By law, any deposit must be held by the landlord in a registered deposit protection scheme and you should ask to see evidence of this being done within 30 days. The deposits may be held in the name of one or more designated tenants.

The property should be checked carefully against the inventory, and whether this is a comprehensive record of all contents and the general condition of each aspect of the accommodation or a simple list, it's worth taking photographs of the condition of everything, including any damage or poor condition that you pick up as you go round the property, to ensure that you have a strong case for the full return of your deposit at the end of the tenancy.

Recently, a group of student tenants in Bristol took a letting agent to court and managed to overturn a deduction of £780 worth of charges which was being taken from their deposit to cover redecoration and cleaning. The students had photographic proof of the state of the accommodation when they took it on and could show it was cleaner when they left, as well as having evidence to demonstrate that works claimed for by the letting agent had not subsequently been done. Their attention to detail helped them secure a County Court judgement, and the return of the deposit.

Explained Landlord & Tenant Law expert Simon Parrott of Sharman Law Solicitors:

"Thanks to the huge rise in demand for university places over recent years, many different types of investors and private landlords have entered the student accommodation sector. There's been a big shift away from the scruffy digs that people used to experience at university, but there are still many older properties that may be more likely to pose problems in terms of repairs and general condition, and no sector is immune from difficult landlords."

"The important thing is to make sure young people have some guidance, and if necessary get the contract and terms checked out professionally. It's likely to be the parent who is on the line as guarantor, so it's worth taking time to be sure, and not just jumping to secure a last-minute property."

Some tips from Simon include:

- If you're using a letting agent be sure of their procedures and where a holding or advance rental deposit is required, find out if it will be refunded if the application fails to complete, for example if you don't pass a credit check
- Ask to see the relevant licences, such as for a House in Multiple Occupation, and for any gas or electrical installations and appliances
- If the letting agent or landlord says that any work will be undertaken as a condition of you taking on the tenancy, get it in writing before signing any agreement

- Read the small print on the tenancy agreement and if anything doesn't sound right then get it checked out, as once you've signed, you're committed
- Check the inventory – dispute anything that's not accurate and take photographs when you move in
- Make sure the deposit is being held in a Government-backed scheme.

If you need any further information, please contact one of our Landlord & Tenant Law specialists:

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