



A guide to private renting

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How to find private rented accommodation

Good places to start your search are looking in local newspapers as they have property section.

Also use the internet and within a search engine input 'rooms to rent in your local area'. The following website may be of useful:

www.spareroom.com www.gumtree.co.uk www.flatshare.co.uk

Try shop window adverts/notice boards and ask any extended family/friends if they have a spare room to rent.

You may also be able to get advice from your local council, housing options team, as they may be able to give you information on any local landlords that rent out properties.

Estate agents also have information about landlords however the deposits/rent in advance may be higher.

Deposits / Rent in advance

Most landlords will require a deposit/ rent in advance, some will require both. It is their security against non-payment of rent or damage to the property.

It is advisable that if you do not have funding for this yourself that you should look at asking any family/friends to see if they can help with this.

You can also see if you may be eligible for any rent deposit guarantee schemes, these are run by local councils or charitable organisations in your local area.

You can contact your local Job Centre to enquire about applying for a Budgeting loan for rent in advance, and budgeting loans can also be claimed for removal expenses for moving to a new home etc. Budgeting loans need to be paid back, but are interest free.

Also you can approach your local credit union to apply for a loan for rent in advance etc, your local CAB, Housing depts etc will have the contact details of your local credit unions.

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Budgeting

When looking at private rented accommodation it is vital that you look at your budget so that you can realistically afford to rent privately. This is essential as if you cannot afford the rent you will be at risk of being evicted. Also, do not forget that you need to ensure that you have enough money left over after paying your rent for food, utility bills, travel costs etc. We have included a budgeting form in this pack to aid you to work out your budget effectively.

Local Housing Allowance

This is the equivalent of housing benefit for people renting in the private sector. It can be claimed if you're not working and in receipt of benefits or on a low income. The maximum LHA you may be entitled to is dependent on your circumstances and the area in which you live. An example: maximum single room rate for a single person in Watford area is £79 per week.

Under the current rules, if you are single, under the age of 35 and rent from a private landlord, you will normally only be entitled to enough housing benefit to cover the average cost of a single room in a shared house in your area. This is the case even if you have a place of your own. This rule is often known as the 'single room rent restriction'.

Some people are exempt from this restriction. It may not apply to you if you:

- Are a single parent
- Are living with a husband, wife, civil partner or partner (including a same sex partner)
- Rent from the council or a housing association
- Are under the age of 22 and have spent time in care since the age of 16
- Are severely disabled
- Live with a non-dependant (eg in a shared house)
- Have lived in the same place since 2 January 1996 or earlier and have been claiming housing benefit non-stop since then (breaks of less than four weeks do not count).
- If you are aged 25 to 34 and you have lived in hostels for homeless people, Domestic violence refuges, or Drug rehabilitation hostels for 3 months or more before moving into the private rented sector, the 3 months does not have to have been continuous, can be in any number of hostels. You must also have been offered and received resettlement support.
- You may have left prison and your housing has been arranged under the Mutli Agency Public Protection Arrangements (MAPPA).
- Severely Disabled

If you are unsure about your entitlement regarding Local Housing Allowance, you can either check your entitlement with your local Housing Benefit Department or you can check on the internet by going to www.direct.gov.uk

It is very important to remember that if you are renting privately but not working and claiming LHA, if the rent is above the maximum LHA rate for your circumstances, you will be responsible for paying the shortfall to your landlord.



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Viewing accommodation

Make sure you go and have a look at a property before you sign any forms. What may sound perfect may be completely different when you actually view it. If you have any concerns, you are not obliged to take it, especially if you haven't signed anything, and you can refuse it and start looking again.

When choosing accommodation it is essential that you choose accommodation that you need rather than what you necessarily want. This is especially the case for people who will be relying on housing benefit under the Local Housing Allowance to pay their rent.

When viewing private rented accommodation there are some things you should check:

- That the doors can all be locked and that the heating, lighting and plumbing are all in working order.
- Make sure the landlord has a CORGI gas safety certificate for all gas appliances
- Look at the condition of the furniture and make a note of any disrepair in the property, it is recommended that a inventory check is carried out by the landlord and the tenant, so the condition of the property and any furniture can be recorded prior to you moving in, this should eliminate disputes regarding when or if any damage to the property occurs during your tenancy.
- Try to meet the other tenants if it is shared accommodation. Ask them what they think of the property and consider whether you will get on with them.
- Ask how the utility bills and Council tax are paid, also it is very important to ask about TV licensing, as a lot of shared accommodation still require each tenant to have a separate TV license for every room.

As a tenant your landlord is responsible for maintaining the following in your home:

- Installation for the supply of water, gas and electricity, for example boilers, tanks
- Wash basins, sinks, baths and toilets
- Installations for space heating and heating water, for example boilers.

Your landlord should also carry out a gas safety check every year if gas appliances are supplied.

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Tenancy / Agreements

A tenancy agreement is a contract between a landlord and a tenant specifying the terms and conditions of their rental agreement. Tenancy agreements are usually put in place before letting out property.

There are three types of tenancy agreement used by landlords and tenants:

Assured Short hold Tenancy (AST)

This is the most common type of tenancy agreement used when renting private residential properties. Most lettings which began after 28 February 1997 are likely to have an AST in place.

Assured Tenancy

This type of tenancy agreement is used for properties let by a housing association or by a housing trust. The tenant has a higher level of security with this form of tenancy, as it allows them to remain in the property as long as they comply with the terms of the agreement.

Regulated or 'Protected' Tenancy

If a letting began before 15 January 1989, this type of tenancy agreement may be in place. A regulated tenancy offers the tenant the highest level of protection against eviction and increased rent.

All three types of tenancy agreement set out the rights and responsibilities the landlord and the tenant have to each other and the property. Tenancy agreements ensure landlords and tenants are entitled to their statutory rights.

Tenancy agreements can be either written or oral. However, there are pitfalls to be aware of when using an oral tenancy agreement. If an oral tenancy agreement is used, in the case of a dispute there is no proof of the terms agreed at the start of the tenancy, and this can lead to problems.

All tenancy agreements should state the parties involved, the rental price, any deposit retained by the landlord, the property address, the start and end date of the tenancy, and the obligations of the tenant and the landlord.

It is important that both parties are fully aware of what is included in the agreement. Standard information that should be in all residential tenancy agreements includes:

- All parties involved (this includes the guarantor if there is one)
- Address of the property (or room) being rented
- Start and end date of the tenancy
- Name and address of landlord
- Name and address of any letting agent
- Amount of rent to be paid and the date it should be paid
- Method of payment
- Any additional charges
- Whether a deposit must be paid, what it covers and the amount paid
- Whether the tenancy can be ended early by the landlord or tenant and if so how much notice must be given
- Who is responsible for minor repairs
- Whether a tenant is allowed to sublet
- Whether a tenant can have lodgers
- Whether the tenancy may be passed on to anyone else
- Rules regarding pets, smoking etc

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A tenancy agreement is read and signed by both the landlord and tenant, and the tenant is entitled to receive a copy of the agreement. Landlords should provide the tenant with sufficient time to read the agreement and raise any questions they have before signing and agreeing to the terms. The landlord is also required to provide the tenant with their full name and address.

All tenancy agreements must comply with statutory law. This is law that has been passed in parliament and is therefore legally binding and enforceable regardless of what is stated in the tenancy agreement. With all tenancy agreements there are rights by law for both landlord and tenant; even though these may not have been discussed between both parties, they apply to all tenancy agreements.

The following are the basic rights that a tenant will have in any Assured Short hold Tenancy:

- The right to live in the property undisturbed
- The right to live in a property in good repair
- The right to information about the tenancy
- Protection from eviction

Also please note that that if you rent a room with a landlord that also lives in the property “a resident landlord” you may be a unprotected occupier and therefore will not receive the protection of the various rent or housing acts in the same way as someone with a non resident landlord or someone who has an Assured Short hold Tenancy.

License agreements

The distinction between license agreements and tenancy agreements is not always clear and straight forward, so you will need to check exactly what agreement you have. But the main difference is with a tenancy you have exclusive possession, with a license you do not have exclusive possession, for example: the landlord retains the right to enter the property, however they do need good reason to do so, for instance entering to carry out essential repairs, cleaning, and for health and safety reasons.

Many hostels that are operated by your local Housing Authority or Housing associations use license agreements.

Licenses to occupy and use certain premises for a fixed term or on a short term basis, some license agreements may have a notice clause to enable either party to terminate the agreement early by giving a notice period. Licenses do not give you long term rights to the property and some license agreements can have a little as 7 days notice to vacate the property.

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Paying rent

Paying rent must be an absolute priority, as your home will be at risk if you fall behind with your rent and could result in your eviction.

If you are having problems with your rent, you should speak to your landlord immediately, you may be able to enter into a rent arrears repayment plan with your Landlord, also you must check out any benefit entitlement you may have: i.e. if you lose your employment etc.

If you pay your rent on a weekly basis, by law, your landlord should provide you with a rent book. If you do not pay rent on a weekly basis, still ask your landlord to provide a rent book or, failing this, ask for a receipt each time you pay your rent. Either way, this will provide a correct record of payments, especially if you pay your rent in cash.

Alternatively you may want to set up direct debit/ standing order to pay your rent directly to your landlord, this can be an effective way of budgeting, PLEASE NOTE: you will need to make sure the money is available in your account on the day of the transfer, as banks will charge you if there is insufficient funds available.

If you have a written agreement, this should state how much rent you should pay each month / week and when.

Also being a good tenant and ensuring that you rent is paid up to date will enable you to use your previous landlord as a reference for future housing.

Ending tenancy / Agreements

Your Assured Short hold Tenancy cannot simply run out. It will continue until it is ended properly - either by you or by your landlord. This can happen in one of three ways:

- You and your landlord agreeing to end the tenancy (known as surrender)
- You serving a valid notice
- Your landlord serving you notice or taking action to evict you

Surrender

It is possible for a tenancy to be surrendered at any time. Get your landlord's agreement in writing if possible to avoid problems later. Please note that when surrendering a tenancy, this may have an affect on future housing options, i.e.: if you wish to approach a local housing authority as homeless, they will question why you have given up the tenancy and in some circumstances it could be looked at as being intentionally homeless.

Notice

If you have a periodic tenancy (which means that the original fixed-term has ended and your tenancy runs from week to week or month to month), you have to give one month's notice in writing, or longer if you pay your rent less often. The notice should end on the first or last day of the period of a tenancy. Once the notice ends, your tenancy ends and you no longer have any right to live in your home.



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If you have a fixed-term tenancy (i.e. for one year) you will only be able to give notice during the fixed-term if your tenancy agreement says it is allowed. The length of notice you have to give depends on what your tenancy agreement says.

It is possible to leave on the day your tenancy ends without giving any notice, but this is not usually advisable. It is best to give your landlord notice if you can, especially if you have paid a deposit and need it back.

When you move out, you must make sure that the property is clean and that you have removed all of your possessions. If this is not done, your landlord will probably charge you for the cleaning and removal of possessions, which will be deducted from your deposit.

If you want to leave the tenancy for any reason, you normally have to give one month's written notice to your landlord, however, check your tenancy agreement in case it says something different. If you try to leave before the fixed term expires, you should be aware that you are liable to pay all the rent until the fixed term ends.

Further housing advice

For further advice regarding housing and tenancy advice, you may wish to contact:

Herts Young Homeless

0844 833 0933

<http://www.hyh.org.uk>

Shelter free helpline

0808 800 4444

www.shelter.org.uk

Local Citizens Advice centres

Tel: 0844 8269726

www.citizensadvice.org.uk

The information in this booklet has been collected from various sources and to our knowledge it is correct, but information does change and it is best to check for any updates to housing information.

www.shelter.org

www.direct.gov.uk

www.communitiesandlocalgovernment.co.uk

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