

# renting a room from a resident landlord

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## a quick guide to living with a resident landlord

### what's the difference between being a tenant and lodging with a resident landlord?

If you share part of your accommodation with your landlord, it is essential to establish your housing status as this affects your rights during your stay.

You will either be a tenant or a licensee:

- A tenant is someone who has a legally binding interest in a property, which involves both a right to occupy that property and a right to exclude others from it.
- A licensee is someone who has the permission of the owner to be in the property.

In order to begin to establish your housing status you must ask yourself the following question:

Do you have exclusive possession of your living space? What this means is 'do you have control over your living space, and the right to keep others out of it?' If the answer is yes, then you are almost certainly a tenant.

How do you know whether you have exclusive possession? The answer is often not easy if you live in the same

building as your landlord. However, the following points should help you decide:

- If you have a separate door to your accommodation, with a lock on it, and if your landlord does not control who you let in and out of your accommodation, chances are that you do have exclusive possession of that accommodation.
- It does not matter that you might have to share the entrance to the property, the corridors, or even the bathroom/kitchen/sitting room. The important test is whether you have exclusive possession of the part that your landlord lets you live in. You could, for example, be a tenant of just your bedroom.
- If the landlord provides you with services which require them (or people who work for them) to have unrestricted access to your part of the property – e.g. if they come in and clean your room regularly or to change and launder your bedding – that would suggest that you do not have exclusive possession.

Even if you have signed an agreement that is headed "licence" and you are referred to as a licensee, you could still, legally, be a tenant. How your landlord describes your housing status is not decisive.

If you believe you are legally a tenant, then you have more rights, for example to have your tenancy deposit protected.

You can read advice(su)'s leaflet on deposits and deposit schemes [here](#).

## **being a licensee - your rights**

If you are sure that you not a tenant but you are a licensee in your landlord's home, then you need to be aware of your rights.

If you share living accommodation with your landlord or their family as a licensee, then you are an excluded licensee. That means that you do not have the full protection of the Protection from Eviction Act 1977 and your landlord does not have to go to court to get you evicted. They must, however, respect any fixed term in your licence agreement and/or give the specified period of notice set out in the agreement if they want you to leave.

If you don't have a written licence agreement you only have limited rights and can be asked to leave by your landlord at any time (subject to them giving you a reasonable period of grace in which to move your belongings out of the property and find new accommodation).

However, if you have a written agreement detailing the duration of your stay, and if you are paying rent of some kind, then this agreement can, in most circumstances, be enforced to give you more security (though it still will not bring you within the Protection from Eviction Act 1977).

## **written agreements**

When moving into any accommodation it is strongly recommended that you and the landlord draw up a written agreement before you move in. It is particularly important to do this when you are a licensee, as both parties must observe the terms of a written agreement, provided that you pay some kind of rent under it. It can therefore avoid unwanted confusion later and give you greater rights. The written agreement is not a tenancy, but a licence document and should be signed by both parties. The essential things that this should contain are:

## **duration of the agreement**

Although people sometimes choose not to have a written agreement to give them added flexibility to choose when to leave, if you are planning to stay for any length of time it is always wise to have a written record of how long you intend to stay. This will bind your landlord, and so avoid you having to look for alternative accommodation at short notice should the landlord ask you to leave. It also avoids any expectation by the landlord that you will stay longer than you actually intend to.

## **how much the rent is and how often it should be paid**

It is best to have a written record of how much rent is expected and how often it should be paid. This can serve to avoid unwanted rent increases and extra charges.

Always be sure to have a written explanation of what the rent includes - e.g. bills or cleaning expenses.

## how much notice is needed to end a licence

If a written agreement exists and sets out how much notice is required then both parties should observe this. If the licensee chooses to leave the property before the date the notice expires, they should continue to pay rent until the period of notice has expired. Conversely, if the licensee is forced by the landlord to leave the property before the expiry of the agreed notice period, they may have a claim against that landlord for damages, and may be able to get apply for a court order to stop the landlord ejecting them.

If no agreement as to notice exists and the licensee wishes to leave, they should usually give the landlord 'reasonable notice'. What is 'reasonable notice' depends on all the circumstances, and may be (though will not always be) the same as the period until the next rent payment is due. The same applies if the landlord wishes the licensee to leave. However, a landlord does not need a valid reason in order to make the licensee leave the property, which leaves a licensee in an insecure position.

## what services are included in the rent

It is important for both parties to be clear on what exactly the rent covers to avoid you as licensee being charged unexpected extras. It is sometimes the case that cleaning will be charged on top of your rent. Other unexpected costs can include household bills and telephone

calls. Be sure what you are expected to pay is reasonable for the services provided and that you get a receipt for each payment of rent.

## how much deposit payable

You should get written details of how much deposit you are expected to pay and what it covers. Keep a written receipt as proof that the deposit has been paid. Your written agreement should also contain details of when the deposit will be returned to you at the end of your stay.

Written agreements detailing how much rent is payable and how long you intend to stay in the property prevent the landlord deducting money from your deposit as a result of a disagreement or misunderstanding. The deposit should be returned to you when you move out or within a reasonable period thereafter, and if you have adhered to the terms of the written agreement and not caused any damage, the you should expect the deposit to be returned in full.

## your right to repairs

As a licensee you do not have the same protection that tenants have relating to landlords' obligations to make repairs to the property. Because you are sharing the accommodation with the landlord, the chances are that any repair that needs doing will affect them too, so it is likely that it will get done. If a landlord refuses to carry out repairs however, there is little you can do to force work to be done.

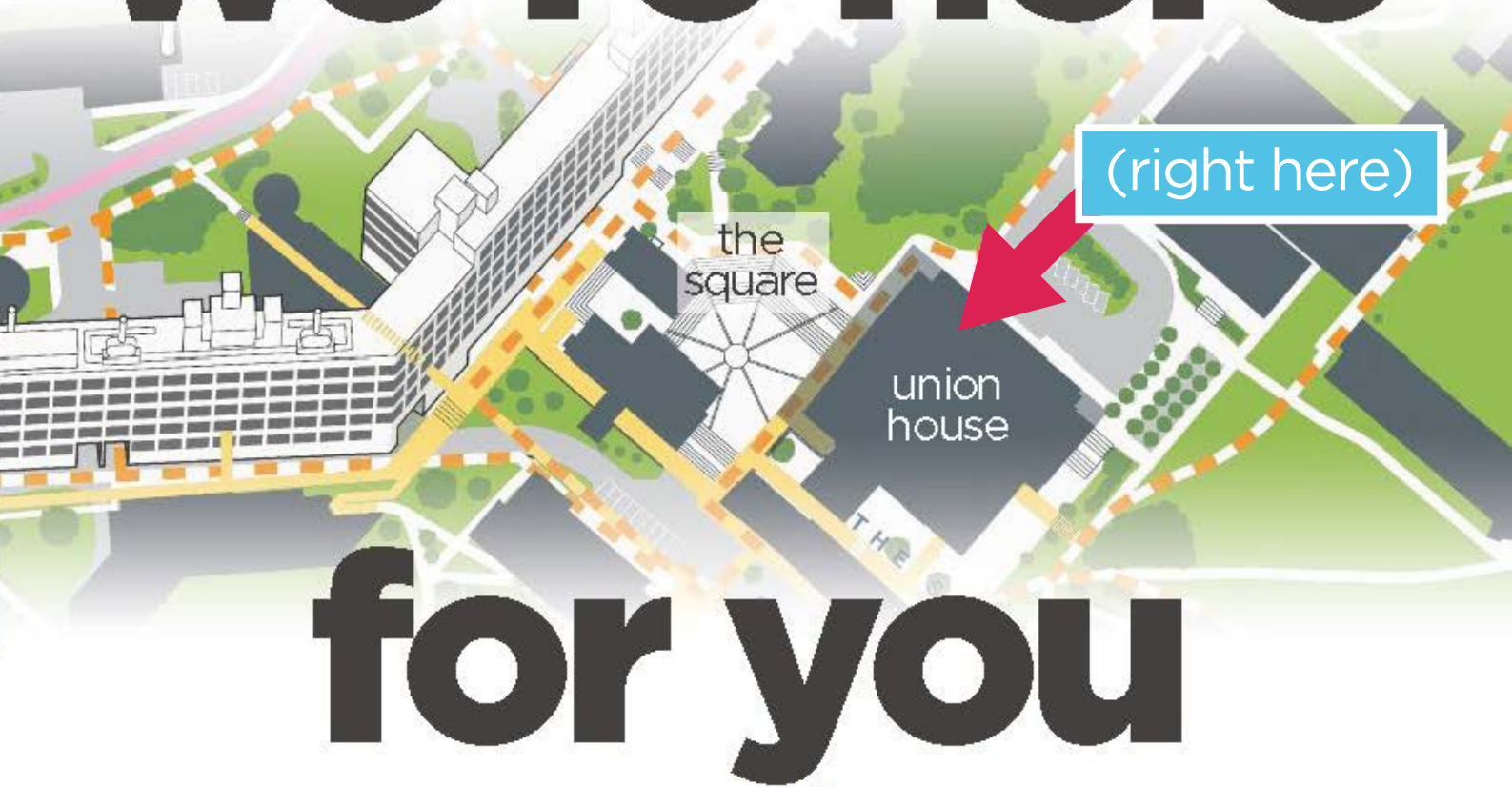
## eviction

As already mentioned, as an excluded licensee (whether or not you have an agreement) your landlord can evict you without going to court first. The landlord should, however, give you reasonable notice, although this does not have to be in writing be valid. It is a criminal offence for a landlord to use force to remove you from the property if you originally occupied it with the owner's agreement.

If you are threatened with eviction, seek advice immediately. advice(su) staff are experience in giving housing advice.



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