

# tenancy agreements

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## A guide to understanding tenancy agreements

Looking for somewhere to live is not easy. You need to be really sure of what type of property you are looking for and you also need to be aware of what to look for in a tenancy agreement.

### how do I rent a house?

When you find a property you like, you need to understand the tenancy agreement. First, check it includes some basic details. Check that the landlord's name and address are written on the agreement. You have a right to know this information within 21 days of requesting it! Make sure that the property address is stated clearly on the agreement and check the amount of rent you will be paying and the 'term' - i.e. how long it lasts for and what notice period is required to end it.

### will I need to pay a deposit?

You may be asked to pay a "holding deposit" to keep a house you have viewed off the market. This must not be more than a week's rent. Only pay a holding deposit if you are seriously interested in renting, you could lose it if you decide not to go ahead.

A damage deposit (sometimes called a bond) is a payment made by the tenant to the landlord to cover damage, cleaning costs, unpaid rent and other

obligations. These should be detailed in your tenancy agreement.

It is normally equivalent to one month's rent and must not be more than 5 weeks' rent.

If you are an assured shorthold tenant (most students in shared rented accommodation are) any damage deposit you pay to a landlord or agent must be protected using a government approved deposit scheme. Please see the advice(su) leaflet on [deposits and deposit schemes](#) for more information about the three tenancy deposit protection schemes in operation.

### how long is the tenancy agreement for?

In the agreement, the length of time the agreement will last may be called the "term". Usually, student tenancies are for a fixed period of time. The start date and length of your fixed term should be clearly set out in the agreement.

Most student tenancies are for a fixed term of 10, 11 or 12 months. Before you sign, you can try to agree a different minimum term with the landlord if the period is not suitable. You are responsible for paying the rent for the entire period, unless there is a clause in the agreement allowing you to end the tenancy early. This is called a "break clause".



Sometimes a student tenancy agreement will have a clause in it allowing you to leave early if you find someone to take your place. In that case it's your responsibility to find a new tenant and get both the landlord and your housemates to agree that they can move in.

A fixed-term assured shorthold tenancy ("AST") agreement protects tenants from rent increases during the fixed term.

If a tenant stays after the end of a fixed term without signing a new agreement a "periodic tenancy" will arise that runs month to month. There is no need for a new agreement to be issued and signed. A periodic tenancy can be ended by the tenant giving at least one month's notice or the landlord giving two months' notice to expire at the end of the rental period.

## what is a joint tenancy?

Check whether there is any reference to being "jointly and severally liable" in the agreement. If you and your housemates all sign the same tenancy agreement, or you sign an agreement with all your housemates named as tenants, you are considered as jointly liable. This means that you are all equally responsible for the rent and any damage, so if one tenant does not pay rent or causes damage to the property, the other tenants can be forced to pay any money owed to the landlord.

Sole (individual) tenants are only liable for their own rent and tenancy agreement obligations and only they and the landlord will sign the agreement.

## what is an inventory?

An inventory is a list all of the rooms and items in the property, including the fixtures and fittings. Check that there is a reference to an inventory in your tenancy agreement. The location and condition of each item should be stated: for example, "stains on the carpet".

Check the inventory when you move in, make amendments if necessary, sign it and send it back to the landlord, keeping a copy for yourself. Note the cleanliness of the property and condition of all fixtures and fittings and white goods. We recommend you take date stamped photos as soon as you move in.

If there is no inventory, make your own, sign it and send it to your landlord. The inventory protects you against unfair deductions from your damage deposit.

You are responsible for any damage to the property and contents while you are renting, except "fair wear and tear".

If your tenancy says you must care for the garden:

- check that it is in fair condition at the start of the tenancy. Take photographs
- ask the landlord to agree in writing to provide the tools needed to do the work

## what does "quiet enjoyment" mean?

All tenancies of whatever type include an implied term of "quiet enjoyment". This is one of the landlord's responsibilities to tenants.

It means that tenants are entitled to live in the property free from harassment by the landlord. It also protects the tenant from having the landlord, or anyone acting on their behalf, entering the property without 24 hours' written notice. Any landlord who persistently makes unannounced visits or lets themselves into the property is in breach of this term and you can take legal action to stop them or claim damages. Most landlords will stop if you point out your rights. If the problem persists, talk to an advice worker.

## repairs to the property

There should be a clause in the tenancy agreement that relates to the repair of the property. Landlords are legally obliged to carry out repairs on the areas of the property that they are responsible for. Landlords cannot pass their responsibility for repairs onto the tenant.

Tenants can take action if the landlord does not carry out repairs within a reasonable time after a written request for a repair is made. It's a good idea to follow up requests for repairs made by phone or text with an email.

What is a reasonable time varies according to the nature of the repair needed. Talk to an advice(su) worker if you have trouble getting repairs done promptly.

## what is a "forfeiture clause"?

Most tenancies contain a clause that says that the tenancy will end if the tenants don't pay rent, owe rent or if they break other terms of tenancy agreement and the landlord can tell them to leave.

This is not correct. No landlord can force a tenant who has an assured shorthold tenancy to leave during the fixed term without first going to court to get an eviction order, even if they owe rent or have broken the terms of the agreement.

The landlord can ask the court to evict tenants for certain reasons, for example that you owe more than 2 months' rent or have broken another term of the tenancy agreement. Seek advice if the landlord tries to enforce this clause.

The Consumer Rights Act 2015 say that there should be no unfair terms in the tenancy agreement. Examples of terms which are likely to be unfair include terms allowing the Landlord to let themselves in without 24 hours' notice in a non emergency situation or a term that contradicts another term in the agreement.

Unfair terms cannot be used as grounds to seek a possession order.

## other things to consider

If there is repair work planned or the landlord promises to provide items before you move in, get the landlord to confirm this in writing before you sign a tenancy agreement. This can be in a separate letter. If there are major renovations to be done before you move in, you should try to negotiate reduced or no rent until the house is ready for you to move in.

Check you understand which bills you will have to pay. If possible put everyone's names on the bills, so that no one person is liable if the bills are not paid, or share out responsibility for bills.

Check for terms about making noise at certain hours. Are they reasonable? E.g. “the washing machine must not be put on after 9 o’clock in the evening” could be unreasonable but you can be evicted for making too much noise. Be considerate to your neighbours.

Make sure that you keep the property well ventilated to avoid condensation and problems such as mould.

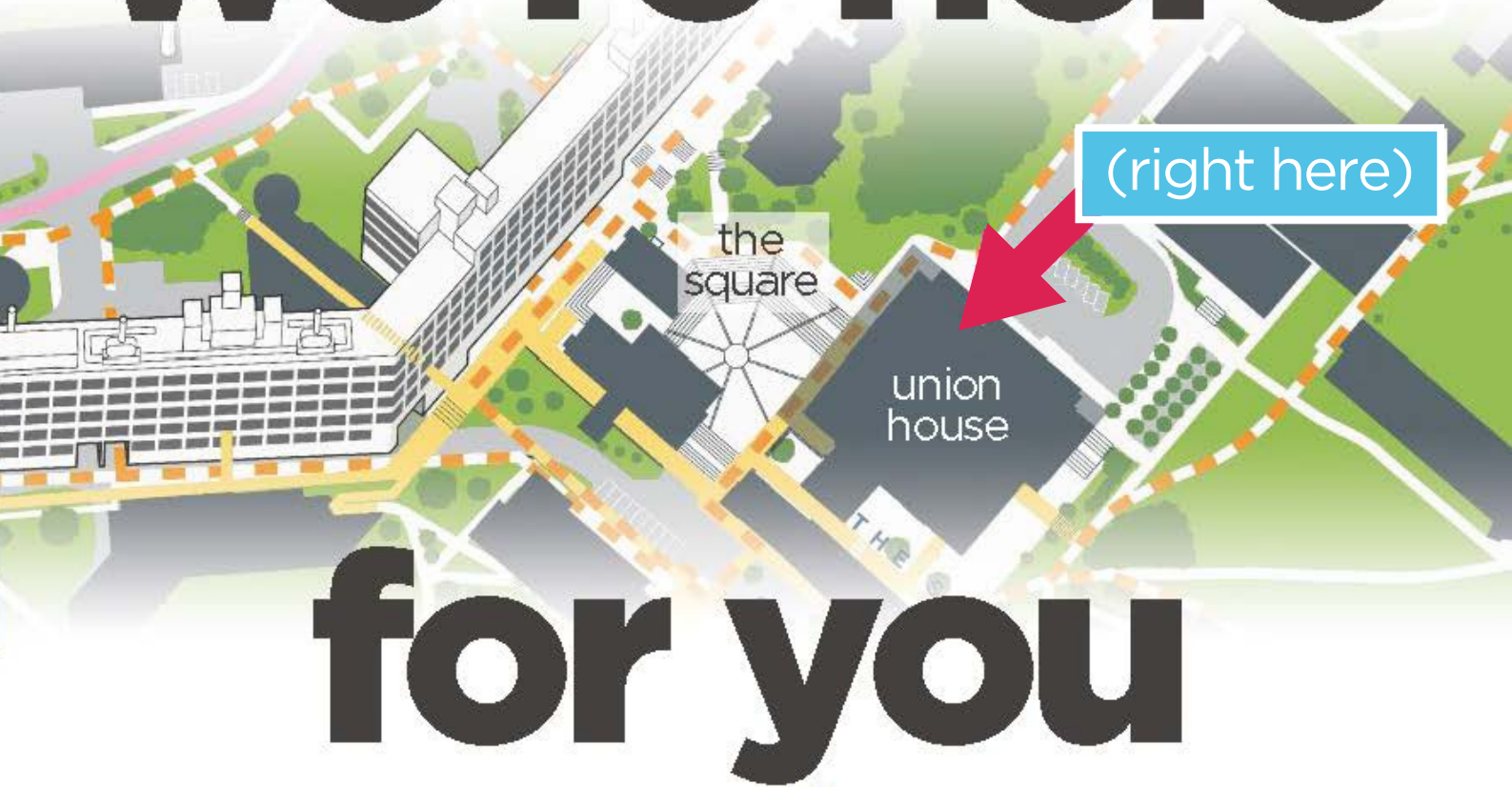
Check what the agreement says about who is responsible for broken window glass. Get this amended to read that tenants only have to pay if the tenant (or their guest) breaks the glass.

If you are going away for a period of time: e.g. over Christmas, you should put the heating on for a short period during the night to prevent pipes freezing. If you do not you could be found liable for any damage caused by burst pipes.

When moving into a house it is worth noting these points. It could mean the difference between you having a good time and a bad experience of living in rented accommodation.

Remember that a tenancy agreement is legally binding! Please get it checked by an Advice Worker before you sign on the dotted line.

# we're here



# for you

**free, confidential,  
impartial advice**

**mon - fri**  
10.00 - 15.00

[advicecentre@uea.ac.uk](mailto:advicecentre@uea.ac.uk)  
**support (ueasu.org)**

