

Tenants Handbook

Private Rented Service Newcastle



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Foreword

Choosing to rent from a private landlord can be a complicated process. This guide will help give you an idea of what to look out for, what to expect and what you can do to help yourself when trying to find a suitable property. It will also give you some helpful advice and provide you with information you need to have a happy and safe tenancy.

PLEASE NOTE THAT THIS HANDBOOK IS INTENDED FOR GUIDANCE ONLY AND SHOULD NEVER BE SUBSTITUTED FOR PROFESSIONAL LEGAL ADVICE.

Some sections are sourced to Government Circulars and Newcastle City Council literature. You should check with the source for further information and regular updates. This handbook deals with housing law in England only.

This handbook was produced by the Private Rented Service Newcastle.

The Private Rented Service Newcastle was established in 1997 to help raise standards in private rented housing through a mixture of advice, training and support for both private landlords and tenants.

We are part of Newcastle City Council and work in partnership with a range of departments and external agencies to deliver services across the private rented sector. We believe that a well-informed, well-run and supported private rented sector benefits the whole city.

For more information about us and useful information about private renting please visit our website or contact us at:

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Web www.privaterentedservice.co.uk

Choosing a home

Why Private Rented?

Why rent a property from a private landlord or via a letting agency instead of buying your own home or renting from a Local Authority or Housing Association?

- Cost – renting from a private landlord is, in the short term, considerably cheaper than buying your own home.
- Flexibility – you can negotiate the length, and sometimes the price, of the accommodation you want to live in.
- Choice – you can choose from a wide range of locations, prices and types of properties to suit your needs.
- Short term or long term – you can choose how long you want to stay in a property. You may be able to negotiate a long-term Tenancy Agreement or open-ended agreement.
- Less responsibility – you don't have to pay the same costs as homeowners and have less responsibility for repairs.
- Less initial cost – if a property is already furnished you don't have the added cost of buying new furniture and you don't always need to pay a large deposit.

Where to start looking for a property

There are several places to look if you want to rent from a private landlord. Some of the most popular places are:

- Online – many landlords and agents will advertise their properties online. As well as letting agents own webpages look at marketplace sites such as Right Move, Gumtree, Zoopla etc.
- Social Media – many landlords and agents use social media now to advertise properties such as Facebook and Instagram.
- Local newspapers - Landlords advertise available properties in the classified adverts of local free papers and newspapers.
- Estate agents – most estate agents have a section dealing with private lettings and properties.
- Letting agencies – which deal specifically in letting properties on behalf of private landlords.

- The local area – check for posters and signs in shop windows and for boards outside properties advertising that they are available to let.
- Word of mouth - Ask friends and family in the area who their landlords are. They may have other properties available.
- If you are a student check with your place of study. Many have their own accommodation office.
- Local authorities may have property registers in their contact centres such as advice centres, housing offices or libraries.

In Newcastle you could contact the Private Rented Service Newcastle for general housing advice in the private rented sector, if you are homeless or require advice on emergency accommodation you should contact the Housing Advice Centre.

Estate Agents and Lettings Companies

You may want to go through an estate agent or lettings agent when you want to find a place to live. They can offer you several helpful services that can assist you when you want to find a new home and will have a large selection of properties to help you find that is right for you.

Fees

Landlords and agents can no longer ask tenants to pay a fee for things such as setting up or renewing a tenancy. They can only ask for a tenant to pay the following:

- rent
- a refundable tenancy deposit capped at no more than 5 weeks' rent where the total annual rent is less than £50,000, or 6 weeks' rent where the total annual rent is £50,000 or above
- a refundable holding deposit (to reserve a property) capped at no more than 1 week's rent, if you are successful in getting the tenancy this is usually taken off the first month's rent
- payments associated with early termination of the tenancy, when requested by the tenant
- payments capped at £50 (or reasonably incurred costs, if higher) for the variation, assignment or novation of a tenancy
- payments in respect of utilities, communication services, TV licence and Council Tax

- a default fee for late payment of rent and replacement of a lost key/security device giving access to the housing, where required under a tenancy agreement
- There is no limit on how much rent in advance a landlord can charge but it is illegal to disguise extra fees by calling it rent in advance
- Letting Agents will be responsible to ensure that all fees for both landlords and tenants are displayed in full on premises and website. The fees should show amounts inclusive of tax and should be clear about what they represent. Arching terms such as 'admin fee' won't be accepted. They should also include any details of charges that may occur during the tenancy, re-sign fees, fees for missed appointments etc.

Prohibited payments

If you are charged a fee that is not allowed this will be a prohibited payment. A landlord would be restricted from using a Section 21 notice until they have repaid the money.

Landlords cannot take more than one holding deposit for the same property, this will also be a prohibited payment as would failing to return a holding deposit within the agreed time (usually 15 days).

Landlords taking larger payment for the first month's rent with lower subsequent payments will also be viewed as a prohibited payment.

How do I check if a private landlord is reliable?

If you want to rent directly from a private landlord, you can ask them if they are a member of a national or local landlord body. These organisations usually have an agreed level of service to which their members should adhere. If a landlord is a member of these schemes you can contact them to discuss any problems, you are having with a landlord.

Landlords in Newcastle can also join an Accreditation Scheme, which means their properties and management must reach a certain professional standard. If you think the landlord is not acting in a professional manner you can report them to the Scheme.

You can find out if the property you are about to rent is Accredited with the scheme at <https://www.privaterentedservice.co.uk/tenants/accredited-landlords/>

All Letting Agents (or anyone accepting financial reward for the management of properties other than their own) are required to be a member of one of three Government-approved letting agency redress schemes. If a letting agent doesn't

resolve a tenant's complaint within eight weeks, a landlord or tenant will be able to complain to one of these schemes.

The agent has a choice to join one of these three schemes:

- Property Redress Scheme
- Property Ombudsman
- Ombudsman Service.

Are you under 18?

It is always worth getting advice before you decide to move into your own place as you will find that some services you may need when moving may not always be available to under 18 year olds.

The Local Authority may have a duty to house you if you find yourself homeless, threatened with homelessness or in unsuitable accommodation.

Discrimination

There are different Acts of Parliament which make it illegal for anyone to discriminate against another person on specific grounds and these Acts apply to landlords and tenants. The Acts include:

- Equality act 2010
- Human Rights Act 1998

No DSS Blanket Policy

It is unlawful for letting agents to have a 'No DSS' policy as it is indirectly discriminatory. This means that a blanket policy of refusing potential tenants who claim housing benefit is unlawful. It does not mean that potential tenants who claim housing benefit can't be refused. In principle, the same should apply to landlords, However, it may be that some landlords may have a defence, for example, that their mortgage agreement has a condition of no letting to housing benefit claimants.

This will mean that housing benefit claimants have the same opportunity to be considered for a tenancy on their own circumstances, rather than rejected straight away under a blanket policy.

Viewing a property

It is essential that you view a property before you agree to sign a tenancy agreement. Viewing properties can be exciting and you can easily overlook important factors or forget to ask the landlord important questions about the property or the tenancy.

Before going to a property viewing make a list of things that are important to you; is a downstairs WC essential, do you need off street parking, do you need a bathroom with a shower. Take this list with you to each viewing and make notes so you can compare properties later.

Hints and tips

- Try to see lots of properties in the area as this helps give you an idea of what is available and what is in your price range.
- When going to view a property, always go with a friend or family member. It is useful to have another person's opinion and it is safer to go with someone than to go alone.
- If possible, try to avoid going at night as it may be difficult to see any faults or disrepair issues.
- If you are unsure of the location, go early and check out the local area for shops, bus routes and local facilities.
- Take a list of questions that you want to ask the landlord as you may not remember them all at the time of the viewing.

Property visit checklist

Exterior	<input checked="" type="checkbox"/>
Does the property look in good condition?	
Is the roof in good repair?	
Are the gutters and drainpipes in good repair?	
Is the garden clean and tidy?	
Is the property secure?	
Is there rubbish in the garden or yard?	
Are the gardens/ yards shared with anyone?	
Interior	<input checked="" type="checkbox"/>
Does it have hot and cold water?	
Is there sufficient heating and is it working?	
Does the landlord have an energy performance certificate?	
Are there any signs of damp or mould?	
Is it reasonably clean and tidy?	
Is it decorated nicely?	
Is it the right size?	
Have you checked for signs of disrepair?	
Are there any smoke detectors? Are they working?	
Are there any carbon monoxide detectors? Are they working?	
Things to ask the landlord	<input checked="" type="checkbox"/>
How much is the rent, when is it due and how do you pay it?	
How long is the contract for?	
When would the tenancy start? When can you move in?	
Who is responsible for bills and how are bills to be paid?	
Is a deposit required? How much?	
Which Tenancy Deposits Scheme is the landlord using to protect deposits?	
Do you require a guarantor?	
Does the landlord require any rent in advance? How much?	

Property Licencing

Shared accommodation and Houses of Multiple Occupation (HMOs)

A cheaper way of going into private rented accommodation is to consider sharing and there are several ways that you could do this.

- You could live in a property that you share with your landlord; this could be either as a lodger, or as a tenant.
- Or you could live in a house of multiple occupation (HMO).

There are different types of HMO, but it usually refers to properties that are let to groups like students or young professionals. Occupants may have to share a common entrance, kitchen facilities, bathroom facilities and a living room.

HMOs have different safety regulations to other types of properties and some HMOs require the landlord to apply for a licence. If you live in a property that has three or more unrelated people sharing the property it is likely that you live in a licensable HMO, either a Mandatory HMO (5 or more unrelated people) or an Additional HMO (3 or 4 unrelated people).

You should ask the landlord to provide a copy of this licence. If you need more information, contact Newcastle City Council.

Selective Licensing

Selective licensing provides councils with the power to license private landlords who have properties in certain areas, regardless of how many people live in the property or the size of the property like HMO's. Like HMO licenses, selective licenses require that a landlord maintain a property to a specific standard and provide the council with certain certificates and information about how they manage the property.

These licenses last for five years so a landlord may have to apply for a license for a property that you already live in. If you want to know which areas of the city are subject to selective licensing or if a property you live in or are planning to live in is subject to a license, you can contact Newcastle City Council.

Property standards and property management

Gas safety

There is a legal duty on landlords and managing agents to provide a certificate of safety (CP12) for all gas installations and appliances in a property that is available to let. A gas safety inspection should only be carried out by a Gas Safe engineer. This must be done annually, and a copy of the certificate must be provided for the tenants of the property, showing the date of inspection, any defects identified, and action taken. Copies of the certificate should be kept for two years from the date of inspection.

Housing Health and Safety Rating System (HHSRS)

All landlords are required to maintain their property to a specific standard outlined in the Housing Health and Safety Rating System. The system covers 29 areas of potential hazards and includes things such as cold and damp, crowding and security. If you feel there are hazards in your home which are detrimental to your health and safety, you should contact Public Safety and Regulation team at Newcastle City Council.

Electrical safety

New regulations came into force on the 1st June 2020 with regards to electrical safety standards in the private rented sector. These rules will apply to all new tenancies started on or after 1st July 2020 and any tenancy renewals on or after 1st April 2021.

There is a legal duty on Landlords and managing agents to ensure that the electrical installation in their rented properties are safe. They must have the electrical installations in their properties inspected and tested by a person who is qualified and competent, at least every five years. A copy of the electrical safety report must be provided to existing tenants within 28 days of receiving the report and provided to new tenants before they move into the property. If requested, landlords and managing agents must provide a copy to the Local Authority.

The Smoke and Carbon Monoxide Alarm (England) Regulations 2015

Landlords are required to provide a working smoke detector to each floor of any rented property with habitable rooms (in this definition kitchen and bathroom are regarded as habitable).

They must also provide a carbon monoxide detector to any room that contains a solid fuel burning appliance (even if not in use).

Furniture and fittings

A landlord that supplies furniture and furnishings with a property has a duty to make sure that they comply with fire safety regulations.

- Furniture must meet the fire resistance requirements and have the required labels attached. Since March 1993 it has been illegal to introduce any furniture into a property that does not comply with these regulations.
- Display labels or swing ticket must be attached to the furniture stating its compliance with the regulations.

Fire safety

If the property is an HMO, there are special standards that need to be taken into consideration, however, in general you should be aware of the potential fire risks within a property. Landlords are required to provide a working smoke detector to each floor of the property that has habitable rooms, in this case Kitchens and Bathrooms are regarded as habitable. These alarms should be regularly tested and maintained.

Landlords must also provide a carbon monoxide detector to any room that contains a solid fuel burning appliance (even if it is not in use)

Other fire precautions that may be fitted are:

- Fire alarm/early warning detection
- Fire doors
- Emergency lighting
- A planned clear escape route

You should always take steps to protect yourself and reduce the risk of fire wherever possible.

Energy Performance Certificates (EPC)

Landlords advertising their properties to let must have an Energy Performance Certificate (EPC) and this should be made available to prospective tenants when

viewing the property. The EPC lasts for ten years and gives a rating on how energy efficient a property is and as a tenant this information is useful to you so you can judge how expensive it might be to heat the property.

The regulations affect all new and renewals of tenancies with effect from 1st April 2018 and for all existing tenancies on 1st April 2020. It is unlawful for a landlord to rent a property which breaches the requirement for a minimum E rating, unless there is an applicable exemption.

If a property you are renting or are about to start renting does not have an EPC or the rating on the EPC is less than E, you should contact Newcastle City Council. The local authority can check on non-compliance and decide on penalties.

You can check if a property has an EPC and what the rating is at

<https://www.epcregister.com/reportSearchAddressTerms.html?redirect=reportSearchAddressByPostcode>

Furnished or unfurnished?

There is no standard definition of furnished, unfurnished or part furnished accommodation. You should always check with the landlord exactly what is included in the inventory for the property. A rough guide is set out below:

- Unfurnished – properties may be let slightly cheaper if they are let unfurnished. Unfurnished may also mean no furniture but carpets and curtains or blinds are often supplied.
- Part furnished – this generally means that carpets, curtains and some white goods (e.g. fridge, cooker) are included.
- Furnished – the standard of furnished property does vary depending on the landlord. But generally, we recommend that to call a property fully furnished it should include: - carpets, curtains, beds and wardrobes for each bedroom, table and chairs, cooker, fridge and a washing machine.

You can ask the landlord to provide more furniture or to remove unwanted objects, but it is advisable to have the details included in the Tenancy Agreement and the landlord does not have to agree to such requests.

Sometimes you may find a landlord has left furnishings in from a previous tenant, the landlord should advise if these are gifted to you (you can do with them as you please

and the landlord is not responsible for repairing or replacing if items brake) or if they are part of the tenancy they should be included in the inventory.

It is also recommended that a list of all the furniture provided should be written down (this is called an inventory). The Inventory should note each item and its condition. It should then be signed by both the landlord and the tenant to help prevent later disagreements.

If you are viewing a property while it is still tenanted be sure to check what items of furniture belong to the current tenant and what items belong to the landlord and will be available for you to use if you take the tenancy.

Understanding tenancy agreements

Once you have viewed several properties and decided that you would like to take on a new tenancy there are several things to consider before you move in.

Tenancy agreements

A Tenancy Agreement contains information on the amount of rent you have to pay, the length of time you are permitted to stay in the property and your landlord's rights and obligations (things that must or must not be done) as well as your own.

It is strongly recommended that you receive a written copy of your Tenancy Agreement from your landlord. It is important that you read it carefully before signing and agreeing to the terms. Ask questions if you do not understand the terms. All tenants must sign the agreement.

If you do not get a written tenancy agreement you still have many statutory rights and obligations as a tenant once you have moved into a property. These will include length of time you can live in the property, being given proper notice if the landlord wants you to leave, having repairs done and paying your rent etc. If you have a verbal agreement and are unsure of your statutory rights and obligations, you should seek legal advice or contact the Private Rented Service Newcastle.

The Tenancy Agreement should also clearly state the landlord's name and address (this does not have to be their home address, but it must be an address in the England or Wales where post will reach them).

Also check: -

- The type of letting and how much security it offers.
- How much the rent is? Does it include anything like bills?
- How much do you have to pay in advance? (e.g. a deposit and/or rent in advance)
- Repairs and decoration? Who is responsible for what?
- What happens if you want to leave?

Landlords usually offer fixed term assured shorthold agreements of six or twelve months, but you may be able to negotiate a longer period.

Another type of contract is an assured tenancy. This gives the tenant more rights to remain in the property providing they are not in breach of the tenancy.

If you are a tenant and you are unsure what type of tenancy you have, check your Tenancy Agreement. If you don't have one, ask your landlord for a copy of it.

Periodic tenancies

If your original Tenancy Agreement is not for a fixed term or the fixed term on your agreement has come to an end and has not been renewed, it is then called a statutory periodic tenancy (sometimes called a rolling contract). This means that it is renewed every rental period i.e. if the rent is paid monthly your contract automatically renews each month when the rent is due.

You still retain all the same rights as if you had a fixed term contract, but you have not agreed to stay for a set period of time. This gives you and the landlord more flexibility about when you want to bring the tenancy to an end, however proper notice on both sides would still need to be given.

If you have any questions or problems regarding your Tenancy Agreement always get further information from a Solicitor or advice agency such as the Citizens Advice Bureau or Shelter.

Joint tenancies

If you sign a joint tenancy with another person, regardless of your relationship with that person, you will be held jointly and severally responsible for all parts of the tenancy. This means that if the other tenant fails to pay part of rent the landlord can ask you to pay the full amount or if they are the cause of ASB and the landlord serves a notice to end the tenancy you will be asked to leave as well.

Before signing a joint tenancy be sure you know and trust the person, or people, you are signing the tenancy agreement with.

Licences

Some people who rent from a private landlord are technically called 'licensees'. You may have this type of tenancy if your landlord lives with you or you rent a room in your landlord's home. People with licences have fewer rights than other types of tenants.

Check your Tenancy/ Licence Agreement carefully and if it mentions the words *licensor* or *licensee* you should get further advice. If you think you may have one of these tenancies you can get further information from the Citizens' Advice Bureau*, Shelter* or another agency.

Subletting a property

Most tenancy agreements will have a clause that advises you if you are not allowed to sublet a property, or if you wish to sublet the property that they should seek permission from the landlord first.

If your tenancy agreement does not provide provision for subletting you might be able to sublet without the landlord's permission or knowledge.

There are many reasons why you might want to sublet a property you rent, and it is best advised to approach your landlord first to discuss if this is a possibility.

If your tenancy agreement states that you must seek permission from your landlord before subletting the landlord should not unreasonably withhold consent and you should ensure you receive any consent in writing.

If your landlord refuses you permission to sublet or you sublet without their knowledge you risk losing your property and getting a poor reference.

If the landlord does agree to the sublet, they will probably not want to deal with the sub tenant and will expect you to pay the rent directly to them as well as managing repairs and access for inspections. You will remain responsible for the tenancy and the behaviour of any sub tenant.

Subletting a property from another tenant

If you live in a property that is rented from a landlord (head) by another tenant and you pay your rent to that tenant (Mesne) you are likely be a subtenant.

If you sublet the whole property from the Mesne tenant and do not share any part of the property with them you are likely to have an Assured Shorthold tenancy agreement (although you could have an assured tenancy agreement depending on the terms of your agreement and when the tenancy started, if you think you have an assured tenancy you should seek further advice). You will be responsible to pay the rent and behave in a tenant like manner and your landlord has a responsibility to maintain the property and not interfere with your peaceful enjoyment of the property.

If your landlord (Mesne tenant) wants you to leave the property they must serve a notice and follow the correct legal process to get a court order to evict you. This process is the same as if the head landlord wants to end the tenancy with the Mesne tenant.

If you want to leave the tenancy you should give notice to the Mesne tenant, you should not seek to leave the tenancy within the fixed term without a break clause or the Mesne tenant accepting a surrender of tenancy. If the tenancy is periodic you should check your tenancy agreement for the notice period required or give notice equivalent to the rental period.

Most Mesne tenants should have permission from their head landlord to sublet and you should ask your landlord (Mesne tenant) if they have permission to sublet the property to you.

If the Mesne tenant does not have permission to sublet to you this will not affect your rights unless the head landlord evicts the Mesne tenant. If the head landlord evicts the Mesne tenant this will end your tenancy unless you can prove that the head landlord has granted permission for you to be there (i.e. accepting the rent directly). If the head landlord has served notice or applied for a court order to evict the Mesne tenant, you should seek advice about how this affects you.

Before you move in

Start of tenancy necessities

When you move into a property the landlord must provide you with certain information referred to as the start of tenancy necessities. This information includes:

- A copy of the gas safety certificate.
- A copy of the energy performance certificate.
- A copy of the how to rent in England document.
- If a deposit is paid details of the deposit protection.

If the property is subject to licence the landlord must have a valid application in place before starting the tenancy. If the landlord fails to comply with these rules it can affect their ability to end the tenancy later.

Deposits

A tenancy deposit is money* that is intended to be held as security to make sure that the tenant pays their rent and does not cause damage to the property.

(* NB Money can be cheques, postal orders, money orders or other types of currency as well as cash)

Normally a landlord will ask you to pay a deposit at the start of a tenancy, typically equal to one month's rent. Deposits are capped at maximum of five weeks rent where the annual rent is less than £50,000 or six weeks rent where the annual rent is more than £50,000. The amount and circumstances under which a deposit or part of a deposit can be withheld should be outlined in your tenancy agreement.

Deposits can cover:

- non-payment of rent
- damaged items
- cleaning
- stolen items

The landlord and the tenant should make sure that the tenancy agreement states:

- How much the deposit is
- Where it has been protected

- When money can be deducted from it
- When the tenant will get the money back

What is deposit protection?

The landlord is responsible for ensuring that your deposit is protected within 30 days of receiving it from you.

The landlord should then give you the following information within 14 days, so you know how the deposit is being protected and where the money is being held.

- Contact details of the scheme protecting the deposit.
- How to apply for the money to be returned at the end of the tenancy.
- Information explaining the purpose of the deposit.
- What to do if there is a dispute at the end of the tenancy regarding the deposit.

There are currently 3 agencies that your landlord can use to protect the deposit and they each offer two ways to protect the deposit which are:

- Custodial - where the scheme administrators hold the deposit,
or
- Insurance - where the landlord holds the deposit but must pay an insurance premium.

The following are the three companies awarded by the Government to operate the Schemes:

- The Deposit Protection Service (DPS)
For more information visit www.depositprotection.com
- My deposits
For more information visit www.mydeposits.co.uk/landlords
- The Tenancy Deposit Scheme (TDS)
For more information visit www.tenancydepositscheme.com

Further information about the details of the Tenancy deposit protection is available on the website www.gov.uk

Help with a deposit

If you cannot afford a deposit you can apply for help with this. Newcastle city Council has a Rent Deposit Scheme and can help you rent a property in Newcastle by providing a virtual (paper) deposit. Contact the Private Rented Service Newcastle for information on the Newcastle Rent Deposit Scheme. Find out more www.privaterentedservice.co.uk

Many local authorities offer something similar, if you are outside Newcastle contact your local Council or CAB to find out more.

Referencing

Most landlords in Newcastle including social landlords now reference check prospective tenants. This means checking your conduct with previous landlords, employers or personal contacts. Some landlords may ask for credit checks.

Some organisations may also check with the police for a criminal record - If you have convictions for drugs, anti-social behaviour or damage to or against properties or persons this could jeopardise you getting offered the tenancy

Right to rent checks

All landlords have an obligation to check that a tenant has the right to rent a property in England. This is a legal requirement and most landlords will ask all applicants to provide certain information before offering them a tenancy, even if they were born in England.

You might be asked to provide documents such as passports or visas. If you don't have a passport there are other items of identification you can provide. For a full list go to <https://www.gov.uk/government/publications/right-to-rent-document-checks-a-user-guide>

Guarantors

If you cannot supply references or a deposit some landlords will ask for a guarantor. A guarantor is someone else for the landlord to claim against if you don't conduct the tenancy correctly or pay the rent. It is usually a parent or close relative. Sometimes the landlord may request that the guarantor is a homeowner or works and earns a certain amount of money.

Tenancy agreement checklist

Does the tenancy agreement include?	<input checked="" type="checkbox"/>
Landlord/s name	
Landlord/s address (must be a serviceable address in the UK)	
Landlord/s contact details (telephone, email)	
Tenant/s name	
Tenancy start date	
Length of tenancy	
Rent amount	
Frequency of rent payment (weekly, monthly, other)	
Amount of rent paid in advance (if any)	
Amount of deposit	
Where the deposit will be protected	
Details of when a deposit would be withheld	
Details of your rights and responsibilities	
Details of your landlord's rights and responsibilities	
Has the agreement been signed by all parties	
Did the landlord give you?	<input checked="" type="checkbox"/>
Gas safety certificate	
Electrical safety certificate	
Energy performance certificate	
The 'How to rent in England' leaflet	
Consider asking for:	<input checked="" type="checkbox"/>
A copy of the inventory	

Details of when the bins go out	
How to arrange for bulky collections	
How to report ASB and noise	
Manuals for the boiler and other appliances	
Details of local council, where to pay Council Tax	
Is the property covered by a Property Licence Scheme	
Other considerations:	

Managing a tenancy

Practical tips

Moving home is a busy time. Here are some practical hints and tips around moving home.

- Arrange a meeting with the landlord to receive the keys. This can also be an opportunity to discuss issues that you want to raise with him before you move into the property.
- Check the meter readings together and ask the landlord who the current utility suppliers are.
- You and your landlord should inspect the property together and agree the inventory before both signing it. Your landlord should leave a copy of the inventory with you for 7 days to allow you to note any 'snagging points' that are noticeable on the first day. You should make sure you sign and return this to the landlord after one week.
- Ask the landlord how the heating and other appliances work. If possible, ask for copies of handbooks for reference.
- Make sure you have copies of keys for locks etc. including window locks and gates.
- Ask the landlord the procedure for rubbish removal. Is it collected from the front or rear of the property? What is the usual collection day and method of collection (wheelie bin)? Is recyclable material collected separately? How can you get rid of bulky items?
- Get contact details for your landlord in case of an emergency.

Rent

Rent is usually paid in regular weekly or monthly instalments and it is also usually paid in advance, Unless the landlord agrees otherwise.

You can choose to pay by several methods, but it is advised that you set up a Standing Order to make regular payments if you have a bank account. If you cannot pay by Standing order, try to pay by bank transfers or to get receipts so that a payment is recorded.

If you are unemployed or on a low income you might be entitled to some help with your rent.

Local Housing Allowance and Universal Credit

If you need help paying your rent, you can apply for Local Housing Allowance (LHA) or Universal Credit (UC) to help you do this. LHA is a government paid benefit for households on low income and can be used to pay all or part of your rent. If you are on UC, you can apply for additional help with housing costs and you should contact the Department of Work and Pension (DWP) to find out more and to apply.

To find out the maximum** amount that you are entitled to, you need to find out how many rooms you and your household are entitled to, and what the rate of Local Housing Allowance (LHA) is for households of that size in your town or city.

To find out your room rate you will be asked:

- How many people will live with you?
- How many of these are couples.
- How many of these are single adults over 16.
- How many of these are children over 10 years old and their sex.
- How many of these are children under 10 years old.

(**this won't take into account any deductions from the full amount for things such as income, non-dependent charges etc.)

In most cases, you the claimant will receive the housing element yourself so you will need to plan with your landlord to make regular payments. In some circumstances it can be arranged that payments can be made directly to a landlord or letting agent. Contact the DWP or local jobcentre for more information.

Rent books

Landlords are legally obliged to provide a rent book if the rent is stated to be paid weekly. It is recommended that a rent book/schedule be provided for every tenancy and that it is kept up to date. It can be used as a record of payments and to resolve any dispute.

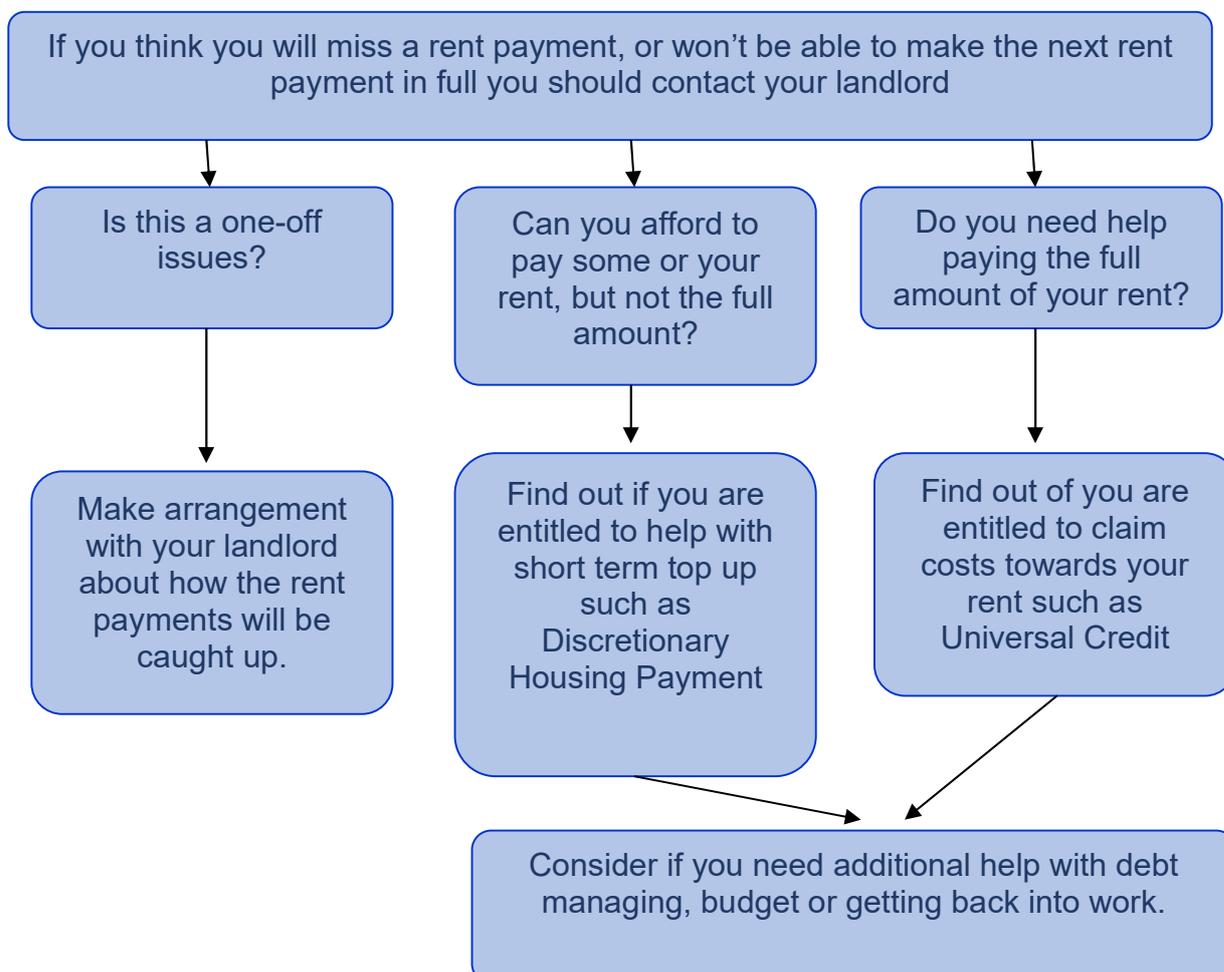
Rent arrears

There can be many reasons why a tenant falls into rent arrears, changes in income or household circumstances can come out of the blue and quite quickly managing day to day expenses becomes difficult.

If you think you are going to miss a rent payment you should contact your landlord and discuss when you will be able to make a payment. If you fall into arrears it is important to act quickly and communicate with your landlord, ignoring the problems will only make matters worse.

In some cases, you might be entitled to short term assistance with rent and can consider applying for a Discretionary Housing Payment. There is also help available to look at debt and budgeting.

It's important to remember that rent is a priority debt and you can get help from Newcastle City Council.



Council Tax

Council Tax is paid to the Local Authority and it is based upon the property value. Council Tax is usually payable by the tenant (unless your tenancy agreement specifies otherwise, or you are a full time university or college student). It is payable from the day you move in, so it is important to inform the Local Authority of any change in address.

Single occupiers can claim a 25% reduction and households occupied solely by students are exempt.

If you have a low income or claim benefits you may be entitled to council tax reduction (sometimes known as council tax support) you would need to apply at <https://www.newcastle.gov.uk/services/council-tax/council-tax-council-tax-reduction-scheme>

If you are a full time Higher Education student, you might not have to pay council tax, but you must still provide your exemption certificate to the local authority. You can get your exemption certificate from your school office.

If you live in an HMO your landlord might be responsible for paying the council tax. You should check with your landlord who is responsible for paying the council tax before you sign a tenancy agreement.

Utility bills

As well as your rent you will also have to pay other bills while you are living in the property. Utility bills that most households have to budget for are: -

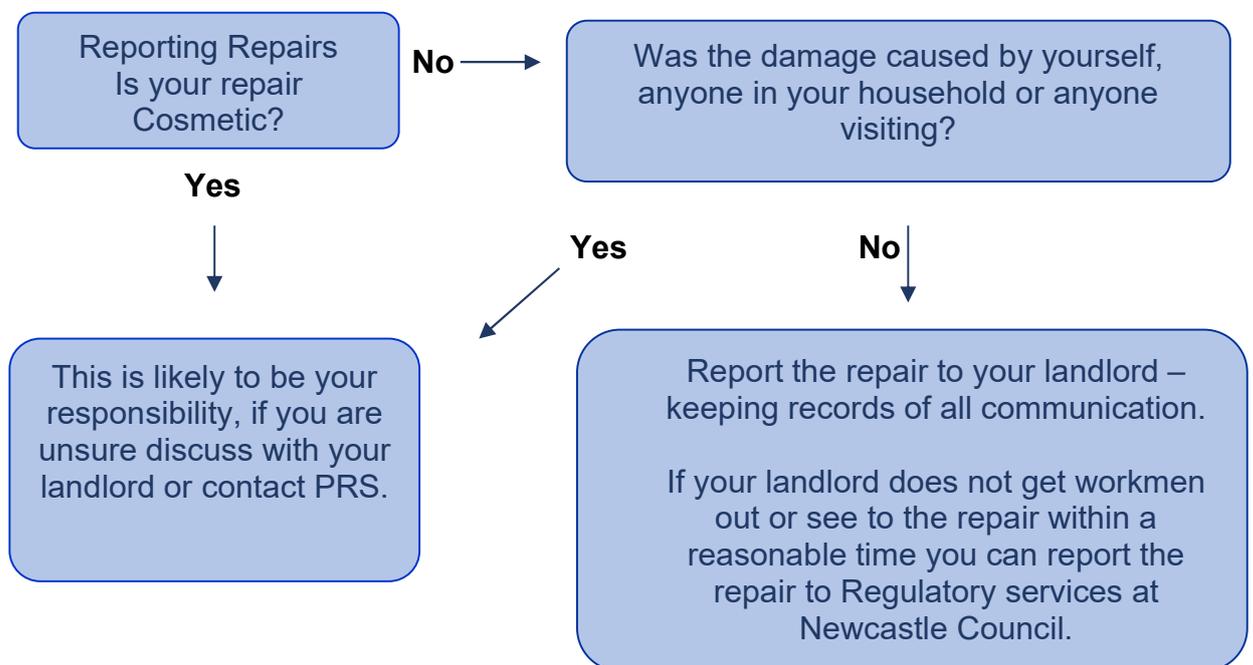
- Council Tax
- Electricity
- Gas
- Water Rates
- TV licence
- Telephone and internet
- Contents Insurances

It is important to budget for contents insurance as your landlord is only responsible for insuring the building and any items of furniture they provide. They will not insure any of your own furniture that you bring or any personal items.

You should take readings from meters from all the meters and inform the relevant companies when you move in. Note these readings on your tenancy agreement or inventory and get your landlord to agree that they are accurate.

Repairs

It is important to look after your home and keep it in a good condition. Your Tenancy Agreement should state who is responsible for maintaining which parts of your home.



The law states that your landlord is responsible for repairs to the structure and outside of the property such as drains, gutters and pipes.

The landlord must also keep the following in good repair and working order:

- The water, gas and electricity supply installations.
- The sanitary installations.
- The fires, radiators and wall heaters.

The landlord is also responsible for repairing or replacing any items of furniture that they provide, they are not responsible for any items of furniture that you bring, or any

items left behind by the last tenant. If the last tenant has left any items behind and you do not want them you can ask that the landlord arranges to have these removed before you move in.

Even if your landlord has said to you, “if there are any problems, just give me a ring”, always confirm the need for repairs in writing, this could include emails or text. If it is a letter, ensure it is dated and keep a copy for your records. This is important as in some cases if you have reported a repair to your landlord and then they serve a notice asking you to leave the eviction could be considered a retaliatory eviction and the notice might not be valid.

Your landlord has the right to come in and do the repair or instruct workmen to carry these repairs out, but they should agree dates and times with you first. The landlord should give you 24 hours’ notice in writing before visiting to carry out any inspections or repairs and you should make an effort to allow access at reasonable times.

You should not withhold rent for any repairs that the landlord has refused to carry out. If you do you may risk losing your home.

Newcastle City Council’s Regulatory Services and Public Protection may be able to help enforce some repairs such as leaking roofs, damaged toilets, faulty electric circuits or damp walls and rooms.

Damp, mould and condensation

Dampness is a common problem and can be caused by either condensation or structural faults.

If you have condensation on windows, puddles on windowsills, mould and dampness on walls or even water drops appearing on walls it could be condensation rather than dampness.

To remedy these issues, you should try to:

- Make sure you keep the property warm and well ventilated, including any rooms you don’t use every day.

- Cover pans, open kitchen windows and use any mechanical extraction when cooking.
- Close the bathroom door during and after showering and bathing to stop steam coming into the rest of the property, open the bathroom window to allow steam to escape outside.
- Try to dry clothes outside on a washing line or use a tumble dryer, if you must dry clothes inside use a clothes horse / airer rather than put clothes on the radiator.
- Do not block up air vents or disconnect automatic extractor fans.
- Use mechanical exactors where provided and report damaged or broken extractors to the landlord for repairs.
- Allow space between the walls and furniture to allow air to circulate.

You could discuss with your landlord increasing the level of insulation in the property. There are many schemes that offer to provide increased insulation to a property either for free or subsidised by the government. Most of these schemes have some criteria such as location of property or incomes, age or health of its occupiers.

If this does not remedy the situation discuss the problem with your landlord and ask them to take action. If the landlord will not address the matter or you are unsure about the cause of damp contact Newcastle City Council.

Homes Fitness for Habitation Act

The Act applies to both social and private rented landlords alike and sets out standards that landlords must meet to ensure that all parts of the property they rent out is fit for human habitation. This means that landlords need to make sure that their property is safe and free from hazards which are so serious that the dwelling is not 'reasonably suitable' for occupation.

Using the Act, private and social tenants will be able to apply for an order by the court requiring the landlord to remedy the problem, and/or claim damages to compensate them for having to live in a property which was not fit.

People who have 'licences to occupy', instead of tenancy agreements; i.e. lodgers (people who live with their landlord), people who live in temporary accommodation, and property guardians might not be covered.

A building would be considered as unfit where it contains any of the Hazards as set out in Housing Health and Safety (England) Regulations 2005:

- the building has been neglected and is in a bad condition
- the building is unstable
- there's a serious problem with damp
- it has an unsafe layout
- there's not enough natural light
- there's not enough ventilation
- there is a problem with the supply of hot and cold water
- there are problems with the drainage or the lavatories
- it's difficult to prepare and cook food or wash up
- The courts will need to decide that these criteria are met, they can choose to request expert evidence but can also make a decision without this depending on the nature of the complaint.

If you are unsure that your property fits in with the criteria above and are still having issues you should speak with Newcastle city council, Shelter or Citizens Advice.

The landlord will not be required to remedy unfitness when:

- the problem is caused by tenant behaviour
- the problem is caused by events like fires, storms and floods which are completely beyond the landlord's control (sometimes called 'acts of God')
- the problem is caused by the tenants' own possessions
- the landlord hasn't been able to get consent e.g. planning permission, permission from freeholders etc. There must be evidence of reasonable efforts to gain permission
- the tenant is not an individual, e.g. local authorities, national parks, housing associations, educational institutions

Rent Repayment Orders (RRO)

A rent repayment order (RRO) is an order made by the First-tier Tribunal requiring a landlord to repay a specific amount of rent. The Housing Act 2004 introduced RRO to

cover situations where a landlord needed to apply for a property licence but failed to do so, RRO's have been extended under the Housing and Planning Act 2016 to cover a wider range of breaches.

Rent repayment orders can be applied for when landlords have been convicted of certain offences. These offences include:

- Failure to comply with an Improvement Notice under section 30 of the Housing Act 2004
- Failure to comply with a Prohibition Order under section 32 of the Housing Act 2004
- Breach of a banning order made under section 21 of the Housing and Planning Act 2016
- Using violence to secure entry to a property under section 6 of the Criminal Law Act 1977
- Illegal eviction or harassment of the occupiers of a property under section 1 of the Protection from Eviction Act 1977.

Either a tenant or the local authority can apply; where the rent was paid by the tenant themselves from their own funds the repayment order would be made to the tenant. If the rent was paid via Housing Benefit or Universal Credit the repayment would be made to the Local Authority.

A rent repayment order can only cover the period during which the offence was committed, up to a maximum of 12 months.

You can I still apply for a rent repayment order if: -

- The repayment order is made in connection with a property the tenant occupied at the time the offence was committed; and
- The repayment order is issued within 12 months of the date of the offence being committed.

A tenant would need to submit a claim to the First-tier Tribunal. The claims should set out the tenant's reason for the claims and include relevant dates such as date of tenancy and date of offence.

You will need to provide evidence that you have paid rent in respect of the occupation of the premises during the period it is alleged that the offence was committed.

You will also need to provide evidence that the offence took place. The landlord may not have been charged with the offence, but the Tribunal must be satisfied beyond a reasonable doubt that the offence took place.

Where the offence is illegal eviction or violent entry, it is the 12 months preceding the offence that is considered.

Noisy neighbours

If you feel that your neighbours are causing problems, you should attempt to talk to them about the problem before raising it with any statutory agency. They may not be aware that their noise is causing disturbance to others. Ask your neighbours to change their behaviour but if this does not work, you may need to consider raising the matter with somebody such as your landlord, the police or Newcastle City Council.

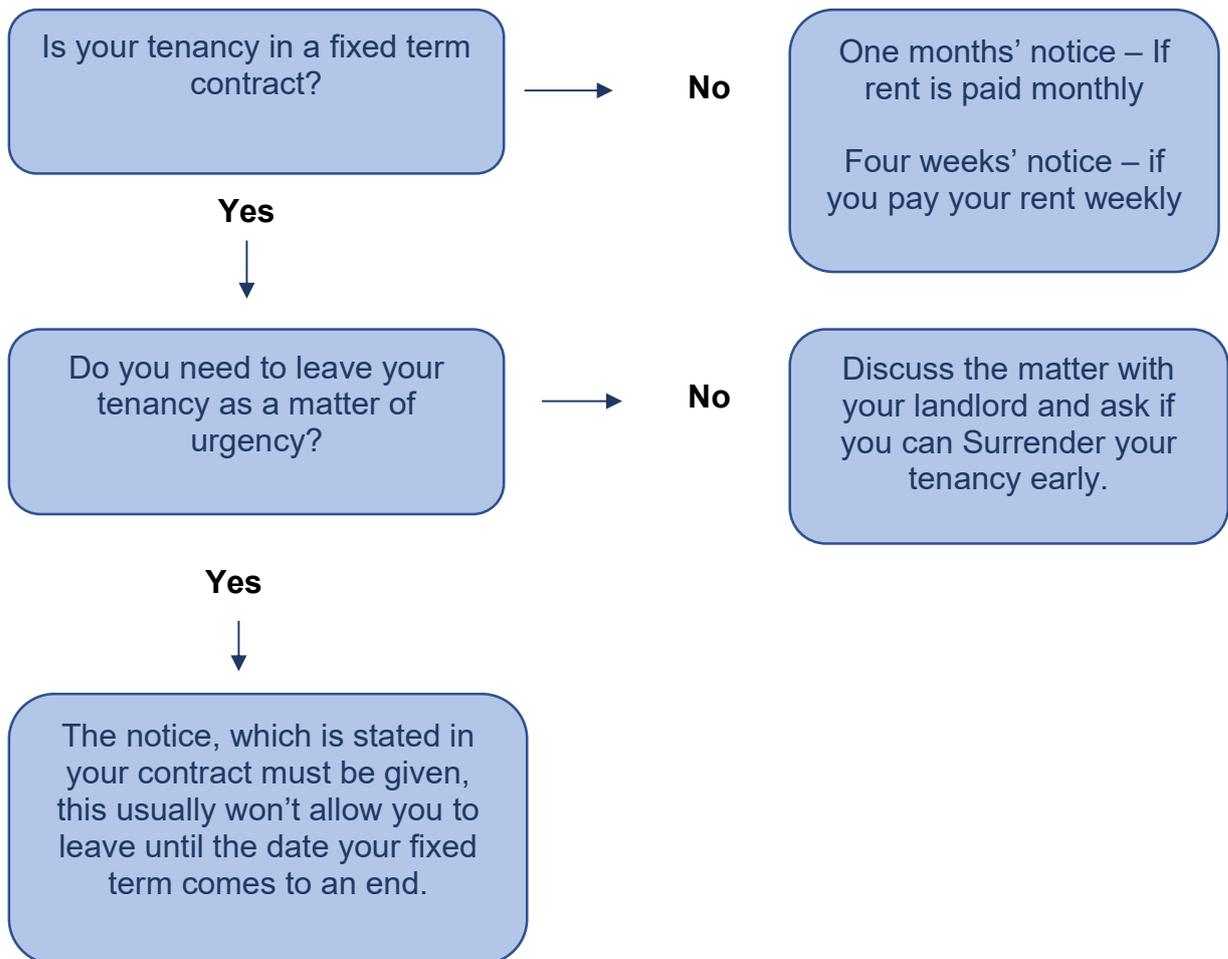
If the noise is occasional and unpredictable, it is best to call the anti-social behaviour helpline for each individual incident. If the noise is regular contact the council's Environment Team who may be able to issue you with a noise meter or other method of recording the regular noise disturbance.

Alternatively, if the noise disturbance is a question of varying lifestyles between you, mediation organisations may be able to assist. Contact your local Council to find out what services are available. If you are unsure about how to deal with any issue that arises during your tenancy, you can ask for advice from the Private Rented Service Newcastle or another advice agency.

Remember that you are someone's neighbour so be a good tenant. Try to conduct your tenancy in an appropriate way; you may need a reference from your current landlord in the future.

Ending a tenancy

In virtually all situations a period of notice, either by the landlord or the tenant, must be given. How long the notice period is depends on the situation and how straightforward this process is depends on your relationship with your landlord and a willingness to co-operate.



Giving notice to your landlord

If you have a fixed term tenancy agreement you can leave on the last day of the tenancy without giving notice to the landlord, however it is considered best practise to give the landlord one months' notice. As well as ending the tenancy on good terms this allows you to arrange an end of tenancy check out with the landlord to prevent problems with a deposit dispute later.

If the tenancy is periodic (rolling/ monthly etc.) you should give your landlord notice in writing that you intend to leave the tenancy. If the tenancy agreement does not state a required notice period, you should give the landlord one month's notice if you pay your rent monthly and four weeks' notice if you pay your rent weekly or fortnightly.

When you have given the notice, the landlord should arrange a pre end of tenancy inspection to go over any matters that need addressing before you leave the property. On the last day of the tenancy the landlord should arrange to meet you to return keys, agree final meter readings, provide a forwarding address and agree the end of tenancy inventory. If you have paid a deposit the landlord should arrange the return of this deposit, or provide you with reason for deposit retention, within 10 days.

After you have given notice and prior to you leaving the property the landlord might ask for access to show round prospective new tenants. This access should be done by prior arrangement and with your agreement, but you should not withhold reasonable access to your landlord without good cause.

Getting your deposit back at the end of the tenancy

At the end of the tenancy a landlord should return your deposit to you within 10 days of the tenancy ending unless they ask to keep part of all of it to cover things such as rent arrears or damages. You can agree this with your landlord and arrange for any remainder of the deposit to be returned.

If you cannot agree or you feel that the landlord should not be keeping any of the deposit you should go to the deposit protection service your landlord has used as they will offer a free dispute resolution service (ADR).

You will be able to explain to the ADR why you think the deposit should be returned to you and provide evidence to support this. The ADR will look at the supporting documents (i.e. inventory, rent statements etc.), make a decision and advise both parties.

What if my landlord has not protected my deposit?

If your landlord has not protected your deposit you can apply to the County Court however you should consider getting legal advice before you do this.

If the court finds that the deposit has not been protected, they can order that the landlord repays the deposit to you in full, or that they must protect it the custodial scheme with 14 days.

The Courts also have the discretion to order that the landlord pays up to 3 times the value of the deposit back to you.

If the landlord has not protected the deposit and your tenancy has not ended you should ask your landlord to protect your deposit in one of the three approved schemes or return your deposit back to you in full. If the landlord refuses and fails to do so you can apply to the County Courts. You should write to your landlord and advise that you intend to do this.

Once your landlord has protected your deposit and the tenancy has ended you can follow the stage on the above page if you do not agree with their decision to retain the deposit.

If the landlord has not protected your deposit and your tenancy has ended you should gather up information about your tenancy such as:

- Tenancy agreement.
- Rent schedule.
- Evidence of the deposit you paid.
- Evidence that the deposit was not protected.
- Inventory photos.
- Any letters you have written or received from your landlord (including emails and texts)

Write to your landlord and advise that you intend on taking court action if the deposit is not returned. Be sure that you want to take court action as the landlord could use this opportunity to counter claim against you if they feel the rent arrears or damage was more than the deposit amount.

Surrender of tenancy

If you sign a fixed term tenancy agreement you are agreeing to abide by the terms of that tenancy agreement for the given period (usually six or 12 months). That means

you have agreed to pay the rent, live in the property as your principle home and be responsible for your part of the tenancy agreement.

If you leave the property before the end of the fixed term without the express agreement of the landlord you could face penalties including loss of your deposit, being asked to pay the rent till the end of the fixed term (or until a new tenant is secured), poor reference from the landlord.

If you need to leave the tenancy before the end of the fixed term you should contact the landlord and try and negotiate an early surrender of the tenancy. The landlord does not have to agree this and if they do agree they might ask for some compensation to release you from the agreement early such as retaining your deposit.

Any agreement you reach with the landlord should be secured in writing to avoid disputes at a later date.

If the landlord does not fulfil part of their responsibility under the tenancy agreement this does not necessarily mean that you can leave the tenancy without penalty. If the landlord is not doing repairs or have failed on other parts of their responsibility these failings should be reported to the correct agency rather than assuming you can leave the property.

Being given notice by your landlord

If you rent from a private landlord and they want you to leave the property they must follow the correct legal process which starts by serving a valid notice in writing. If the landlord fails to follow this route correctly, they cannot legally gain possession of the property and if they try to force you to leave without following the correct steps, they could face prosecution under the Protection from Eviction Act 1977.

Depending on what type of tenancy you have will affect how and when a landlord can ask you to leave.

There might be any number of reasons why a landlord wants possession of the property and this does not mean you have not met your obligations as a tenant. However if you are in breach of your tenancy agreement, for example you are in arrears, you should understand that this places your tenancy in jeopardy and the landlord can serve a notice on you due to this breach of obligations.

Any notice a landlord gives you must be in writing and if the tenancy started on or after the 1st October 2016 the notice should be on a prescribed form (Form 6a) which contains certain information such as the landlords name and address, the tenants name and address of the property and the date that the landlord is asking you to leave or when they intend to apply for a court order.

Section 21

A Section 21 is sometimes called a 'no blame notice', this means that the landlord is not asking you to leave because you have breached your tenancy agreement but needs the property back for another reason and that is why they are ending the tenancy.

A Section 21 should give you a minimum of two months' notice if you pay your rent monthly or eight weeks if you pay your rent weekly or fortnightly.

If you are in a fixed term the Section 21 notice should not expire before the end of the fixed term. Depending on when your tenancy started the landlord should not serve the notice in the first four months of the tenancy.

In most cases if the notice served is correct there is no defence against a Section 21 notice, however there are certain rules which govern when a landlord can rely on a section 21 notice.

These include: -

- If the property is subject to licence the landlord must have made a valid licence application.
- If a deposit was taken at the start of the tenancy the deposit should have been protected and the prescribed information issued.
- If the tenancy started, or a new fixed term was issued, on or after 1st October 2015 the landlord should have provided the tenant with a copy of the current gas safety certificate, energy performance certificate and 'How to rent in England' leaflet.

If the landlord has failed to comply with any of the above the Section 21 might not be considered valid.

There are new rules which apply to tenancies started after 1st October 2015 where a landlord has failed to take adequate action to rectify a repair reported by the tenant which was subsequently followed up with action via the Local Authority.

Section 8

If you have breached your tenancy agreement, for example by not paying your rent, your landlord can serve a Section 8 notice to end the tenancy. This can be done at any time and the length of time given on the notice will vary due to the breach of tenancy but is usually 2 weeks before the landlord can then apply for a court order

If your landlord has served a Section 8 notice you should contact them to discuss the problems and try and negotiate a resolution which will mean they do not have to follow through with the notice i.e. arrange a repayment plan etc.

What happens after a notice expires?

Once the notice has expired, if you have not found alternative accommodation and moved out of the property the landlord must apply for a possession order through the courts. You will get a letter from the courts advising that the landlord has done this and will ask you certain information for example if you have a defence. If the landlord

served a Section 21 the only defence would be the exclusion above. If the landlord has served a Section 8 and you do not think the grounds they have used are correct you can also put in a defence however you will need to be able to demonstrate that the grounds were incorrect.

A date will be given for the judge to look at the possession order. If the landlord used a Section 21, they will normally look at this in their chambers and you would not be expected to attend. If the landlord has served a section 8 or you have made a defence against the Section 21 you might have the opportunity to attend a hearing and you can appeal the possession order to the judge.

The court decides whether a possession order should be made. It can decide to make:

- Outright possession order – this means that you will be given a date to leave the property. This is usually 14 days from the date the court makes the order or in exceptional circumstances can be up to six weeks after that date.
- Suspended or postponed possession order – this means you can stay at the property if you agree to certain conditions set by the court (i.e. paying a regular amount off the rent). If you don't keep to these conditions the landlord can apply for a bailiff to evict you.
- Order to adjourn the case – this means that there isn't enough information to make a decision and you can stay in the property until the decision is made. You might be given another date for the hearing of the landlord might have to apply again to the courts if circumstances change or after an agreed period of time. You might be asked to agree to certain conditions to get the case adjourned such as paying a certain amount off rent arrears.
- Order to dismiss the case – the court can dismiss a case if there are no reason to evict you. This might mean that the landlord does not have the right to apply for the possession or they have not proven sufficient grounds to evict you.

If you have not done so already you should contact the Housing Advice Centre or seek other legal advice when the landlord serves you with a notice. They can advise you more specifically on your rights and advise you in housing options.

Retaliatory eviction

In some circumstances if your landlord serves you with a Section 21 (no blame) notice after you have reported a repair this could be considered a 'retaliatory notice'. There are quite specific requirements for a notice to be considered a retaliatory eviction:

- Your tenancy must have started after the 1st October 2015.
- You must have reported the repair in writing and allowed the landlord 14 days to provide an adequate response.
- The landlord has failed to respond, and the Local Authority must have served a relevant improvement notice on the landlord.

If the above circumstances apply a landlord might not be able to successfully serve a Section 21 notice for up to 12 months after the improvement notice was served by the Local Authority.

It is important to remember that this rule only applies to Section 21 notices and if you breach your tenancy agreement (for example by not paying your rent the landlord can still serve a Section 8.

Harassment and illegal eviction

Some tenants can be harassed or illegally evicted by their landlord. It is a serious criminal offence and it may take one of many forms such as threats of violence or cutting off essential services.

If you feel that you are being harassed by your landlord, further advice is available through Newcastle City Council. They can investigate the matter and they can prosecute landlords, if there is enough evidence to do so. You may be able to get free legal help.

When you vacate the property

When you come to leave the property, you should make sure that you arrange to hand the property back correctly, and in the same condition as it was at the start of the tenancy, subject to reasonable wear and tear. Make sure that you:

- Secure the property.
- Return all sets of keys to the landlord.
- Check the meter readings, with the landlord if possible.

- Arrange to have your mail forwarded to your new address.
- Ensure all rubbish has been removed and that you have left the property in the same state as when you moved in.
- Check the property with the landlord so that any deposit can be returned.
- Provide a forwarding address to the landlord.

Important points to remember

- ! You are entitled to live in your home free from harassment by your landlord e.g. your landlord is not entitled to enter your home without your permission, or to interfere with your gas, electricity or water supplies.
- ! A verbal agreement is just as binding as a written agreement, but always get a written agreement whenever possible.
- ! If you are an Assured or Assured Shorthold tenant your landlord can only increase your rent once a year (unless he has your agreement to do so more often).
- ! Deposits are returnable when you leave your tenancy if your landlord does not have a valid claim against it, e.g. to repair damage for which you are responsible.
- ! Deposits must be protected by your landlord and you must be given details of where the deposit was protected and how to contact that scheme.
- ! Get a receipt for any payment you make to your landlord or agent, clearly stating what the money was for.
- ! Your rights will be limited if you share accommodation with your landlord.
- ! You can usually only be evicted by a court order.

Remember that you are responsible for:

- Looking after the property and what is in it.
- Paying your rent on time.
- Reporting repairs.
- Allowing reasonable access to the property for repairs and inspections.
- Not causing a nuisance or annoyance.

Your landlord has the right to:

- Charge a market rent.
- Receive a rent as and when it falls due.
- Be advised of any necessary repairs.
- Be given proper notice by a tenant if they wish to leave.
- Inspect the property (by appointment).