

Tenancy Agreement & Housing Advice

Manchester Student Homes offers free Tenancy Agreement checks – we will read your contract over with you and explain anything that you are unsure about if you bring a copy of the contract you intend to sign into our office.

These are notes for general guidance on what to expect and what to look for in a property and in any tenancy agreement. Ensure that you read the contract yourself – if you are unsure of a particular clause which is not mentioned in the advice below, please ask a member of staff and we will try to explain it for you.

Joint and Several Liability

The most important term in the contract. This essentially means collective responsibility. In the eyes of the law, all tenants are considered to be one Tenant, and the behaviour of each individual therefore affects everyone else. For instance, if one tenant does not pay their portion of the rent, the landlord/lady can legitimately ask the other tenants to pay this amount. Equally, if one tenant has a party and causes £1000 worth of damage, the landlord/lady can take it out of all the tenants' deposits.

You have a joint and severally liable contract if:

- All tenants pay the same amount of rent
- The tenancy start and end date are the same for all tenants

Quiet Enjoyment of the Property

As tenants you are entitled to this. It means that the landlord/lady cannot unnecessarily interrupt your 'quiet enjoyment.' The landlord/lady must give a legitimate reason for attending the property, and must give you 24 hours written notice if he/she intends to do so. He/She cannot let him/her self into the property without your prior permission, which should not be unreasonably withheld. The only exception to this is if there is an emergency and the landlord/lady needs immediate access either for himself or for his contractors.



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Fixed term

Make sure before signing the contract that the term you are signing for is correct and suits all tenants. Once the contract has been signed the tenants are in a legally binding contract that cannot be broken. If for whatever reason one or all of the tenants move out of the property, replacement tenants are required to take over the rental responsibilities. At all times in this process the landlord/lady should be kept informed and a new contract drafted up. Under no circumstances should any of the original tenants sublet the property to anyone else. It is not enough just to give one month's notice. Speak to MSH if you have any queries.

Council Tax

Ensure that Council Tax Exemption forms are obtained (from Student Services next to John Rylands Library if you are a University of Manchester student or the faculty department if a Manchester Metropolitan University Student) filled in and sent off.

Contents Insurance

Ensure that all tenants obtain contents insurance. The landlord/lady should have insurance for his/her property and his/her belongings within it, but it is the tenant's responsibility to ensure they have their own insurance for their belongings.

Inventory

Within the first few days of moving in a thorough inventory should be taken of the property, regardless of whether the landlord/lady is present or not. Write down the fixtures, fittings and furniture in each room, what condition they are in and make note of any damage or cleaning issues. Take photographs, and send a copy both of the photos and the inventory to the landlord.

Utility Bills

Take meter readings for utilities, and contact the utility companies within the first few days to set up a new account. It may be advisable to put all of the tenants' names on each utility account (i.e. gas, water, electricity) – this means that no single tenant will be solely responsible for any particular bill.

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Repairs

Tenants are responsible for carrying out only minor, day-to-day maintenance – such as changing lightbulbs. More serious repair work should always be avoided – inform the landlord/lady in writing as soon as you notice a repair.

It is your responsibility as the tenant to make the landlord/lady aware of any repair problems. It is then his/her responsibility to remedy them in an appropriate timeframe.

Other Problems

If you have any problems with the landlord/lady always put them in writing, either by e-mail or a dated written letter. That way, you have written evidence that you have made the landlord/lady aware of a problem. It is difficult to prove verbal conversations so everything should be reported in writing.

Anti-social Behaviour

You have a responsibility to your fellow tenants, your landlord/lady, your neighbours and your community not to cause anti-social behaviour. Avoid excessive noise between 10pm and 7am. The occasional party is to some extent expected – partying 6 nights a week is not.

There will most likely be a clause in your tenancy agreement referring to illegal activities – needless to say the house should be used for living purposes only! If there is a significant breach of contract the landlord/lady may take action to evict you.

Be considerate towards your neighbours, many of whom may be local residents who have lived in Manchester all their lives. Try and engage with the local community – you may be surprised how rewarding it can be!

The Role of Manchester Student Homes

If you have any issues that you would like to discuss, please do not hesitate to contact Manchester Student Homes. We can give general advice, refer you through to relevant agencies, or can act on your behalf if you make a complaint against an MSH-registered landlord/lady. We are here to help.

Tenancy Deposits

What is a Deposit?

Most landlords will ask you to pay a deposit when renting their property.

The deposit will be held throughout the tenancy and will be returned after you move out. Depending on the condition of the property when you move out, the landlord may make deductions from the deposit to cover the costs of any excess cleaning, redecoration or repairs for which you are responsible. It is also used to cover any unpaid rent, fees or charges.

Deposit Protection

Legally all tenancy deposits must be protected using a registered 'tenancy deposit scheme' (sometimes called a deposit protection scheme). Within 30 days of handing over your deposit the landlord must protect it, and, by law, they must also give you specific information that confirms the deposit protection arrangements for your tenancy (sometimes called 'prescribed information'). This information includes a certificate from the tenancy deposit scheme with a unique reference number on it, along with your names, the deposit amount and the details of your tenancy. Both you and your landlord should sign the certificate. It is important that this is kept safe as it may come in useful later on. Your landlord must also give you a copy of the scheme's 'Information to tenants' leaflet.

For administrative purposes one of you will need to be listed as the 'Lead Tenant' in all matters relating to deposit protection. The Lead Tenant is named as such on the certificate, signs the certificate, and will be responsible for dealing with the scheme if the need arises.

The Different Schemes

There are four registered tenancy deposit schemes. Landlords are free to choose which one they want to use, and from a tenant's point of view they all offer the same protection.

The Deposit Protection Service takes the money from the landlord and holds it throughout the tenancy. In an insured deposit protection scheme landlords keep hold of the money throughout the tenancy. The money is only handed over to the scheme if there is a dispute.

Deductions

Depending on the condition of the property when you move out your landlord may want to make deductions from your deposit. These deductions must relate directly to costs they incur or time they spend in putting the property right. They can also deduct for unpaid rent, charges and fees.

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Your landlord should take no more than 28 days from the end of your tenancy to tell you what deductions they want to make. You should be given a detailed breakdown of exactly what they are claiming for and why you are liable to pay for it. They should also provide evidence of costs they're claiming for.

Disputes

If you disagree with the proposed deductions, perhaps because you feel you are being charged too much, or for things you aren't be liable for, try negotiating with your landlord. If negotiations don't lead to an agreement you will need to raise a dispute with the tenancy deposit scheme.

If your deposit is protected with the Deposit Protection Service the amount disputed amount will be held by them until a resolution is found. The rest will be returned to you, minus anything you have agreed the landlord should receive.

Tenancy deposit schemes offer a service called 'Alternative Dispute Resolution' (usually referred to as 'ADR'), in which an independent adjudicator will examine the claims of both tenants and landlords and decide how the deposit money should be divided. If you and the landlord agree to use ADR the decision of the adjudicator will be binding. If the landlord refuses to use ADR the dispute must either be resolved informally, or via the Small Claims Court. The scheme will keep hold of the money until the court makes a ruling. If ADR goes ahead you will be asked to state in writing what deductions you dispute, the reasons why, and also to provide any supporting evidence you feel is relevant. The landlord will be asked to justify and evidence their deductions.

There is a strict three month deadline from the end of your tenancy for raising a dispute with the tenancy deposit scheme. Once this deadline has passed ADR is not an option.

If your landlord does not protect your deposit, or does not give you the 'prescribed information' you can make an application to the Small Claims Court, who can award you between 1 and 3 times the value of the deposit. Manchester Student Homes can advise you on making a claim.