

Private Rented Housing - Contract Guide

Your agreement is legally binding – you need to understand it, **before you sign it**

When looking for a house in the private sector, one of the most important things to be aware of is your **contract** (sometimes referred to as a **tenancy agreement**). This is the document that you and your housemates will sign in order to take up a tenancy in a property.

Once a contract is signed by all parties it is **legally binding**, meaning that you have to adhere to all of the terms contained in it for the duration of time specified on it. For this reason, it is **absolutely vital** that you **fully understand** your tenancy agreement **before it is signed**.

This guide is intended to give you a basic understanding of the terms often used in these documents, but if there is still anything that you are not fully clear on **get advice** from the **Residences Service** or the **Students Union Advice Centre**.

Most agreements between students and private landlords will be **Assured Shorthold Tenancy** agreements – these can be for any length of time, but will tend to be for one year in standard student lettings.

The University produces SASSH approved standard Assured Shorthold Tenancy Agreements for use by tenants and landlords advertising through the Accommodation Service. Landlords do not have to use our standard document, but they are available free of charge from the Student Services Centre, and you can pick up a copy and recommend it to your landlord.

Make sure that you read any contract carefully before signing. A contract should include your **landlords name and address**, and if he is not resident within England and Wales, an address for someone who can act on his behalf who is located within that area. If this information is not on a tenancy agreement, **do not sign it**.

A tenancy agreement should also include:

- start and end date of your tenancy
- amount of rent payable each month
- when this is due
- how it should be paid
- amount of your deposit
- names of all tenants (if joint tenancy)

Some landlords may also ask for a **guarantor** – if a parent/guardian signs their name as a guarantor of your potential rental debt, and the **tenancy is joint** (i.e. all names on a single contract) they may be agreeing to **guarantee everyone's rent in the property for the entire term of the agreement**. If possible, get a written agreement from your landlord stating a monthly figure of rental (i.e. just your portion of the rent) which clearly states that your **guarantor is only guaranteeing your portion of the rent**. If you are unhappy with a guarantor form, consider renting somewhere else, as not all landlords require these forms. You can also get guarantor forms checked by the Residences Service or The Advice Centre.

Your landlord is **required by law to protect your deposit** – please see our Tenancy Deposit Protection leaflet for further details.

Tenancy agreements will feature a variety of words that may at first seem very confusing; below are given some of the most common terms, along with brief definitions – if you are

unsure about anything please seek further advice from the Residences Service or The Advice Centre.

Term	Definition
Agency Fees	Money due to an Agency, agreed with a client, as payment for providing a service – always ensure that you know what agency fees are for and what they will cover before signing an agreement.
Agreement	The contract made between landlord and tenant regarding a letting, which should always be in writing.
Alterations	Physical changes to a property.
Arrears	Rent payments lawfully due that have not been paid.
Assignment	The disposal or transfer of a tenancy to another person.
Assign	To transfer one's rights, interest or title in a property to another person.
Assured Shorthold Tenancy	A form of Agreement that does not guarantee long term security but allows the Landlord to reclaim the property at the end of the term. At present most tenancies are in this form.
Breach of Contract	Failure to carry out obligation/s as set out in a formal Agreement.
Change of Use	Significant change in the use of a property as defined by Town and Country Planning legislation.
Contractors	Independent companies employed to provide goods and services e.g. carrying out repairs on a property.
Contract	A document setting out a formal Agreement between two or more parties.
Covenant	An obligation undertaken by a party to a tenancy agreement.
Cyclical Maintenance	Maintenance work necessary at regular, pre-determined and repeating times, e.g. decoration to the outside of a property.
Data Protection	Legislation regarding data records held both electronically and physically by an organisation.
Deposit	Tenant's money paid by Tenants under a tenancy. This is normally held as security against damage to the property and will be repaid at the end of the tenancy provided that the tenant has adhered to their obligations as set out in their tenancy agreement – see also Tenancy Deposit Scheme .
Discrimination	Describes criminal offences which, for example, may be alleged with reference to gender, race, employment or disability laws as current at any time.
Fair Terms	Terms that are not unreasonable to either party to an Agreement and do not breach statutory regulations – see also Unfair Terms
General Maintenance	Day to day repairs – keeping the property free from draught and water-tight.
Habitable	Clean, structurally stable, free from disrepair, infestation and dampness or other factors which could damage your health.
Harassment	The use of threats or violence to achieve an aim. It is a criminal offence for a Landlord or Agent to harass a Tenant.
House in Multiple Occupation (HMO)	A house occupied by persons who do not form a single household e.g. most shared houses. Three storey HMO's need to be licensed with Southampton City Council.
Housing Benefit	A payment by a Local Authority either to the Landlord, the Managing Agent or direct to the Tenant, to assist with the Tenant's payment of rent.
Implied Obligation	An obligation prescribed by law not necessarily written and recorded in a tenancy agreement.
Inventory	Organised list of the contents of a property - see Schedules of Condition
Joint and Several Liability	If you share a property with others and all your names are on one tenancy agreement you are likely to be Joint Tenants and the responsibility or liability for rent, rent arrears and any damage will be shared jointly between you all. If one person leaves the house the landlord can expect the remaining Tenants to pay any outstanding rent which may result.
Landlord/lady	An owner of the freehold of a property who lets the property to someone else.
Legal Obligation	Legally bound duty that an individual is required to undertake in order to fulfil the rules as set in law.
Letting	Process of arrangement between Landlord and Tenant and commitment to a tenancy agreement.

Mediation	Informal attempts of a third party to bring about the settlement of a dispute between parties to a contract.
Overcrowding	In order to protect tenants, the Housing Acts give clear guidelines on what may be interpreted as overcrowded residential accommodation.
Overseas Landlord	A Landlord whose usual place of abode for more than six months in any one tax year is outside the UK.
Plant	A general term for heavy equipment, e.g. boilers.
Periodic Tenancy	When a fixed term agreement expires and the landlord has agreed that tenants can continue in a property but no further fixed term agreement is issued the tenancy becomes periodic in that either party may give two months notice before vacating (or requesting vacation) of the property.
Possession	The control of property. Various factors will indicate who is in possession of a property at any given time.
Property Inspection	A general visual tour of the property – not a survey. Landlords will often carry these out every three months, and must give a minimum of 24 hours notice in writing.
Quiet Enjoyment	The common law right of a Tenant to possession and enjoyment of his tenancy without physical interference by his Landlord or Landlord's Agent; the Tenant's right to damages for significant breach of this right.
Rent Collection	The act of demanding and ensuring that the rent is paid over in the manner specified.
Rent Reviews	The process of agreeing a new rent between the parties, governed by legislation and contract law. This is subject to a Notice period or defined timescale intended to allow preparation for change.
Resident Landlord	A Landlord who is ordinarily living within the property being rented.
SASSH	Southampton Accreditation Scheme for Student Housing. Operated by the University of Southampton, Southampton Solent University and Southampton City Council, the Scheme gives formal recognition to properties maintained and managed to specific standards.
Schedule of Condition	Organised list of the state and condition of a property at a specified date.
Schedule of Dilapidation	Organised list of deterioration in a property between specified dates.
Space Heating	Appliances for the heating of an internal area of a building.
Specifications	Plans directing the scope of work required for a building project, which enables a contractor to carry out the work, including materials, methods, plans, pricing of work and implementation.
Statutory Notices	Notices as provided in law requiring action by those who receive them or send them.
Statutory Requirement/ Obligation	Obligations required by law to be carried out. For example, minimum Health and Safety standards exist in law for the regulation of rented property.
Statutory Right	A right given by statute law of the land and which cannot be varied or overridden by contract.
Statutory Tenancies	Tenancies created or maintained in law.
Sub-Letting	A tenancy held from a superior tenancy but not direct from the freeholder.
Supply of Goods and Services Act 1982	The law that applies to all such matters including the contract between Landlord and Agent for rented property.
Tenancy Deposit Scheme	All deposits taken for Assured Shorthold Tenancies must be placed into one of three government approved schemes. If there is a dispute at the end of the tenancy, an Alternative Resolution Service will mediate (free of charge) to resolve the dispute and ensure a fair outcome for both parties.
Tenancy Renewal	The process of extending or renewing an existing tenancy for a further specified period of time, at terms to be agreed between the parties to the contract.
Unfair Terms	Terms that are unreasonable to any - or all - parties to an agreement and may breach statutory regulations.

Other sources of information

<http://www.direct.gov.uk/en/HomeAndCommunity/Privaterenting/Tenancies/index.htm>

- provides further information on your rights and obligations as an Assured Shorthold Tenant

<http://www.letlink.co.uk/letting-factsheets/factsheets/factsheet-24-tenancy-deposits-and-the-housing-act-2004.html> - further information on the Housing Act (2004) and Tenancy Deposit Schemes

<http://www.opsi.gov.uk/> - here you can access in full, any act of parliament passed since 1987 – useful for looking at relevant laws relating to your tenancy agreement

Further help

Residences Service
Student Services Centre
Building 37
University of Southampton
Highfield
Southampton
SO17 1BJ
Tel: 023 8059 9599
Email: privaterented@soton.ac.uk
www.southampton.ac.uk/accommodation

The Advice Centre
SUSU
Building 40
University of Southampton
Highfield
Southampton
SO17 1BJ
Tel: 023 8059 2085
Email: suaic@susu.org
<http://info.susu.org>

Publication Notes

Every effort has been made to ensure the accuracy of the information in this Guide but the University can accept no responsibility for any errors, omissions or subsequent changes in legal requirements. This Guide is not an authoritative statement of law and is intended to provide general guidance only. If you do not understand or if you do not agree with any Term or Guidance found in this Guide you should obtain legal advice.