



clever



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WELCOME TO YOUR clever HOME



WE'RE SO GLAD YOU'VE DECIDED TO JOIN THE CLEVER FAMILY!
THIS GUIDE HAS LOTS OF TIPS ABOUT LOOKING AFTER YOURSELF,
AND YOUR HOME, DURING YOUR TIME WITH US.

OUR ADDRESS:
2 QUEEN ANNE TERRACE
NORTH HILL
PLYMOUTH
PL4 8EG

CONTACT US:
01752 500511
hello@stayclever.co.uk

EMERGENCY NUMBER: (READ EMERGENCY PROCEDURE FOR TERMS)
07824374350

INTERNET

WE DO OUR BEST TO ENSURE AN
UNINTERRUPTED SUPPLY BUT REMEMBER THAT
WE DO RELY ON A SERVICE PROVIDER.



A Wi-Fi internet service is provided within your property. This service should be used responsibly by all tenants. Wi-Fi access codes for all Clever properties can be found on the router or are set as standard:

AaBbbCcc1

AaBbbccc1

aaabbbccc1

Almost all our houses are run through Virgin Media – sometimes there will be a problem with the network.

Make sure to check the service provider's website:

<https://virginmedia.com>

and note if there are any issues regarding service in your area before reporting to us via

Propertyfile.

<https://clever.propertyfile.co.uk>



TENANCY INFORMATION

YOUR TENANCY AGREEMENT IS LEGALLY BINDING TYPICALLY FROM 1ST SEPTEMBER - 17TH AUGUST (UNLESS OTHERWISE AGREED)

IF YOU HAVE ANY QUESTIONS ABOUT YOUR TENANCY, YOU ARE WELCOME TO CHAT WITH THE TEAM.

hello@stayclever.co.uk



CHANGE OF CIRCUMSTANCES

Your tenancy will cease on the end date unless agreed in advance. You should have a copy of your agreement; if you don't then we can provide you with one on request. If you have to leave University and can no longer continue your tenure in our property please contact us as soon as possible. In almost all cases your tenancy agreement will continue until a replacement tenant is found. You can use the various means at your disposal to find a replacement tenant (Student Union, social networking etc...) and we will also do our best to help find a replacement. We offer a robust re letting service to try and help.

GUARANTOR OBLIGATION

Your guarantor will take responsibility for your actions during your tenancy. Please remember if we have any concerns about your behaviour or welfare we can and will discuss with your guarantor. We do not like to take this course of action; occasionally we have no alternative. We may call or email your guarantor depending on our level of concern, and they will be informed if you miss any rent payments.

COUNCIL TAX

Full time students are exempt from council tax. You will be required to prove your exemption. If you are not a full-time student, we will invoice you for all costs incurred as a result of paying the council tax. You are responsible for this bill. Contact us as a matter of urgency if your status changes to part time, or if you leave your course.



TV LICENCE

If a TV license is included in your rent it covers the communal area of the property. You are responsible for any television used in your own room.

CONTENTS INSURANCE

It is your responsibility to insure your contents. You are responsible for maintaining insurance throughout your tenancy for personal goods and belongings. You shall have no claim against us for any loss or damage caused to your personal goods and belongings. If you leave your bedroom unlocked, you might void your contents insurance.

NOTICE

Over the year we will need to conduct viewings, maintenance visits, and sometimes visit the property in order to update photos. We like to let you know about all visits, as we know your privacy is important.

Please remember that you have permitted us to pass your contact information on to the maintenance team, to arrange a suitable time - please keep an eye out for their call!

Do not feel you have to be changing your day, we try to fit around you. If you have a big deadline or exam and the visit is inconvenient, please let us know. We will always try to move things around.

Your tenancy agreement is based on renting an individual room. We therefore reserve the right to enter communal areas as required. This communal access will generally be for maintenance or responsive work - we will always try our best to give you notice for communal areas anyway. We will always provide notice should we need to enter your room in anything other than an emergency, exceptional circumstance or response to a maintenance request.

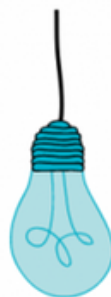
The landlord will pay the first £8.00 per week per tenant for all utilities used at the property in tenancies which are inclusive of utility bills.

Above this figure, you will be required to pay any additional costs.

ENERGY HABITS

Try getting into good energy habits now to keep your bills low when you start paying your own bills!

Simple things like switching off lights and appliances, not overfilling the kettle, washing laundry at 30 degrees, and wearing extra layers can all help reduce your energy bill in the future.



EMERGENCY PROCEDURE

AMBULANCE/POLICE/FIRE
999 NON EMERGENCY 101

If you feel threatened for any reason, call the police.
If there is a fire, get out, stay out and call the fire brigade.

If you can smell gas, you must call National Grid Gas – they will attend 24 hours a day free of charge. Their number is **0800 111 999**.

For anything else that is a genuine emergency, where your safety or security is in jeopardy please contact us.

During office hours, you must use Propertyfile to report all maintenance.

<https://clever.propertyfile.co.uk>

You can get updates by calling the office or checking on the online system.

Outside of office hours (after 17:00 and before 09:00) you should text the emergency phone on **07824374350**.

Please ensure your text starts with your name, and property address.

The emergency line is for maintenance emergencies only.

An emergency is classed as a situation where you or the property is in jeopardy; this can be if the property is in jeopardy in the case of a major leak, the security of your house is compromised if a window or door is broken, or can't be locked.

If your internet stops working, this is an inconvenience but not an emergency – this will not be dealt with by the person on call and you will need to report on Propertyfile.

The emergency phone cannot be used to discuss rent or anything other than a maintenance emergency.

We will actively staff this service up to 22:30. After this time, we will attempt to help you but unfortunately cannot guarantee to; even if the member of staff is still awake, there is no guarantee that the issue will be resolved.

Please use common sense; a dripping tap can wait until the morning. If all of the electrics in your house cut out, then you must check the fuse box first – this is an oblong box with a row of switches on it, which is more than likely under the stairs or near the front door.

Guidance can be found on Google.

FRIDGE/FREEZER/WASHING MACHINE/TUMBLE DRYER & DISHWASHER

Should your white goods stop working or be without power, this is not classed as an emergency. A fridge freezer will hold for 48 hours with doors closed before items begin to defrost – we would not be able to get an engineer to attend your property and repair a fridge at 8pm. We may be able to get people to attend over the weekend, however, this is not guaranteed.

LOCKED YOURSELF OUT OF YOUR HOUSE?

You will be issued with a set of keys for entry to your property and your room upon move in. These are photographed to ensure you return the same set at the end of the tenancy. If you lose your keys you will be charged for replacements. If this happens during office hours - we will try to arrange a set of keys for you but this may not be immediately. Usually, the cost is around £25 per key, £50 for fobs and laundry cards are £10 but this is house dependant.

If you do not want to wait until the office is open:

You can arrange a locksmith of your choosing to gain entry for you, but you will be responsible for ensuring we have working keys for the property, and any damage caused. You will be required to pay for this.

You can request an out-of-hours call out from us to let you back in. The call-out fee if you are locked out of your home during evenings or at weekends is based on the time of day; before 22:00 there will be a charge of at least £50 and after 22:00 (we cannot guarantee that someone will be available to come out to you) the charge will be at least £75. You must make this payment on receipt of entry to the property. Cash or bank transfer is acceptable.

FIRE ALARM ISSUES

If your fire alarm is sounding, and there is no fire, you can contact CSL emergency. If a housemate has set off the alarm (by breaking a call point for example) and there is not a fire, they will be responsible for the cost. If your fire alarm is beeping, this is simply a low battery warning- please upload to Property File.

PLUMBING ISSUES

If you have a plumbing issue (major water leak) you can contact the emergency line. Alternatively, you can contact South West Water emergency line on 0344 346 2020.

FAILED LOCK

If you have a failed lock, (rather than a lockout) you can call or text the emergency phone.

BREAK-IN

If you have been broken into and your property is unsecure please contact the police. Of course, we hope you never need to use this procedure and if you do have any queries about your safety in your home then please let us know.

EVACUATION PROCEDURE

ALWAYS REMEMBER TO STAY CALM AND
CALL THE RELEVANT AUTHORITIES



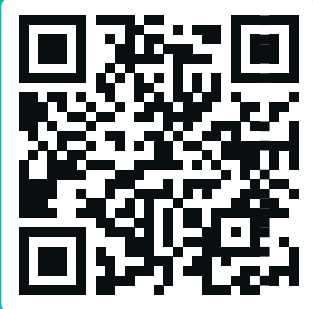
On discovering a fire: Raise the alarm by activating the closest fire alarm call point and shouting “fire fire fire”. Call the fire brigade. Attempt to fight the fire if you have been trained and you deem it safe to do so. (Never put yourself or anyone else at risk). On retreat, close the door to help prevent the fire and smoke from spreading. Evacuate the building using the nearest fire exit. (Do not stop to collect personal belongings). Take refuge in a safe area outside the property, and keep your distance from the building. Call 999.

If the fire alarm sounds: Call the fire brigade. Evacuate the building using the nearest fire exit. (Do not stop to collect personal belongings). Take refuge in a safe area outside the property, and keep your distance from the building. The evacuation of this building is to be carried out in an orderly manner with a degree of urgency. No one is permitted to re- enter the building until the attending fire officer says it is safe to do so.

If you set off a smoke alarm, by accident or in error and cannot silence the alarm, you can call the emergency maintenance line, but you will be charged a call-out fee.

MAINTENANCE & TIPS

maintenance@stayclever.co.uk



To log a maintenance request, simply scan the QR code above to report something on your PropertyFile account.

We aim to complete all requests for maintenance within a timely manner, but please keep in mind that maintenance is instructed at the discretion of the landlord and all jobs must get approval first. It is important to include as much information as possible and pictures where applicable.

Do not ignore any problems in the house, it is your responsibility to inform us.

Our opening hours are: Monday - Thursday 9:00 - 17:30 & Friday 9:00 - 17:00. 01752 500511 should be contacted during working hours.

Out of working hours, you can contact our 24-hour emergency number. Please remember that out-of-hours calls should only be used for emergencies. Non-emergency use of the number may be chargeable for those involved.

Text 07824374350 for emergencies

Communal living

Communal living involves shared responsibility. The rules to successful sharing of a shared house apply to all. Communal areas should be kept clear from personal belongings, clean and tidy. This applies to kitchens, lounges, bathrooms, and communal hallways. Treat the property as a home, and show respect to your fellow housemates. Laundry should be removed from washing or drying facilities once complete.

Security

It is essential that front doors and bedroom doors are kept locked. You should always lock the front door whenever you enter or leave the property. Plymouth is an urban area and you should be aware of your safety, and that of your housemates. Leaving doors unlocked breaches your contract and could void contents insurance.

Invoices and Damage

Accidents happen, we know this. If you or your housemates are responsible for breakage, get in touch and tell us. We are happy to talk through charges for damage and this is always easier with your cooperation. If something breaks, let us help you and get it repaired. If damage is just wear and tear we will fix and repair it with no costs - if the damage is caused by your actions we will invoice you. Where damage is non-attributable (i.e. in a communal area) charges will be shared equally among all tenants. Attributable damages will be charged to the person responsible.

Mental Health Awareness

If you are struggling or feel like you need support do not suffer in silence.

MIND mental health has a 24-hour helpline at 03001233393
Alternatively, check in with your Student Union welfare hubs.



Anti-Social Behaviour

You live as part of a communal household and as such have a responsibility to your housemates and the wider community. Your tenancy agreement states the following, and we expect it to be adhered to at all times: "The tenant shall not at any time engage or encourage others to engage in anti-social behaviour."

Anti-social behaviour is anything that causes a nuisance or annoyance to other occupiers or/and nearby neighbours. Harassment to anyone in the local area (because of their race, colour, nationality, ethnic origin, sexuality, religion, politics, age, medical condition, or disability). Violence (including domestic abuse) against any person (including the Landlord, their agent, or anyone acting on their behalf) will not be tolerated. It is anti-social to encourage anyone else to carry out or threaten to carry out any of the above. The occupier, under the terms of the tenancy, is responsible for the behaviour of themselves, their family, and their visitors. The landlord and their management company will not tolerate anti-social behaviour, any breach of this agreement may lead to a loss of accommodation. We also have a zero-tolerance policy on illegal drugs and will not hesitate to inform the police where necessary.

Cleaning

Some of our properties will receive a communal cleaning service. This is a service provided by the landlord to maintain properties, rather than a service intended to free you from the burden of cleaning! A rota can help with cleaning duties in the communal area. A tidy home is a happy home. Cleaners visit on a monthly or bi-monthly basis. If you do not make an effort to help keep the house clean you will not feel the benefits of this service. If the standard of communal cleaning falls below an acceptable level we may charge you for additional cleaning. Upon vacation your house should be left clean and tidy, if not we will bill for the cost. Please note that communal cleaning is not provided as a service within your tenancy agreement, it is simply a free additional service provided to you at the landlord's discretion.





Mice

Plymouth is a densely populated city and does experience mice, rodents, and other pests occasionally. To be successful, pests need a place to live and breed that is safe with ample food supply. If you can deny them access to any of these requirements you will minimise your chance of experiencing this problem. Keep your property clean and tidy, especially regarding food waste. Sometimes a street or area will have an issue and you can be as tidy as possible but problems may occur with mice and pests. Should a problem arise it is worth considering some more humane options. As well as making sure your house is tidy and free from available food sources mice are particularly deterred by peppermint oil, so this could be a consideration. If you are unable to solve the problem yourself please contact us and we can call in an exterminator. Please remember that if the professional feels that you have caused the problem we will pass the costs of these visits on to you.

Bed bugs

Contrary to what you may have heard, there isn't really a prevention for bed bugs. Changing a mattress is not the solution! If you notice any blood spots on your bedding or black nests in your bed frame, let us know. We may need to fumigate your property (you only need to vacate between 6 - 8 hours). The best thing you can do until we can get someone to your property is to pull your bed away from the wall and any other furniture.

Parking

If parking on the street requires a permit you will need to contact Plymouth City Council 'Parking Shop' on 01752 304021 to apply or submit an application on the Plymouth City Council website. Parking permits are managed by Plymouth City Council – some properties will not qualify.

AST: (4.11) No on street parking or private of any kind is guaranteed including parking permits. Please refer to Plymouth City Council for information on Parking.

First Come First Parking

If car parking spaces are provided with the house, they will be done on a first come first serve basis. This may mean a chat with your housemates about who parks where if spaces are limited. If the spaces are monitored by PPS, please email us with your car registration, Make, Model and Address. Your car will be registered within 7 working days, so park elsewhere to avoid tickets. We won't be able to revoke any tickets received should you fail to comply with these terms. Clever will not monitor the spaces, however, we will try to help if issues occur. Please note, Tamar House, Ocean House and The Royal do not have any parking.

Caring for Appliances

Under the terms and conditions of your tenancy agreement, you must look after the contents. Care is needed where domestic appliances are concerned and below are a few instructions to help assist.

Washing Machine

Ensure that all items are removed from pockets of clothes before putting them into the machine.

Tumble Dryer

Ensure that all items are removed from pockets of clothes. Ensure the filter is kept free from fluff and fibres.

Dishwasher

Ensure you use dishwasher powder or tablets. You will also need to regularly use the machine with 'rinse' fluid.

Vacuum Cleaner

If the appliance uses an internal 'dust' bag ensure that you only use the type recommended for that particular model and that the bag is changed regularly and filters are cleaned. Only use your vacuum cleaner for everyday use.

Radiators

Do not place damp or wet items of clothing over the radiators as this reduces the effectiveness of heating the room.



Care Of The Property

You are responsible for the care of the property. Should any problems come to your attention, that you do not believe to be your responsibility, please tell us as soon as possible.

Condensation

Condensation occurs on cold surfaces. It can damage the décor, floor coverings, clothes, and bedding and can cause mould. New buildings often take a long time before they are fully dried out and may need extra heat and ventilation. Older buildings can have cooler walls due to their construction which can lead to increased condensation, so may need to be cleaned occasionally with a mould solution. **This is your responsibility as the tenant.** Extractor fans should be used whenever water vapour is being produced, i.e. cooking, and bathing. Doors and windows should be kept closed when using the fan and it should be left running until any mist clears from the windows. Tumble dryers (other than condensing types) for laundry should have the moist air ducted outside. Keep all rooms heated and ventilated with even temperatures throughout. Open the window or use the extractor fan where fitted, keep the bathroom door closed when bathing and open the window. If possible keep some heating on at all times during cold weather. Remember, warmth and ventilation help prevent condensation.

Mould

Occasionally you may notice some mould growing on the colder external walls of your property, often caused by small amounts of condensation. Please follow the steps above to help minimise any condensation. Mould can be cleaned using a variety of cleaning products available at the local shops. (before it becomes dry). If you have a problem with mould that is not the result of poor ventilation please contact us.

Frost Precaution

Every precaution must be taken to avoid frost damage and burst pipes during cold weather so you are advised to leave the central heating system on at an adequate level to maintain a proper room temperature. Most radiators have a frost setting (a star on the control) which will maintain enough warmth to avoid freezing.

No Smoking

All Clever properties are completely no smoking. Smoking in your property is not only disrespectful to your housemates but also to the property itself. If you are found smoking or with clear signs of smoking within your room or the communal areas, up to £300 may be charged. This charge is to cover the cleaning and painting of affected areas. This charge will be applicable each time the issue occurs.

Zero Drugs Tolerance

Clever runs a zero-tolerance approach to drugs within our properties. If you are discovered or reported to be abusing substances we will inform the police and also your guarantor. You will also face any relevant charges for damage that may have been caused by your actions.

Rebooking

Existing tenants are given the chance to rebook their property for the following academic year. We will send an email to all tenants to allow them to do this. Clever begin property viewings from mid-October – if you would like to re-book your room just let us know. You have an exclusive option to rebook before viewings – and at any time after, provided it has not been booked. We have a huge range of houses if you fancy a change make us your first stop!



Moving Out

This guide suggests ways that you can help minimise any charges we are forced to make. This saves you money, and the hassle of having a guarantor receiving a bill for cleaning you could easily have completed yourself! In an ideal world, none of our tenants would receive any charges, as you would have left your room in great condition, almost as it was presented to you. The remainder of the communal, or shared spaces would be clean and free from personal possessions.

The End Of Tenancy information in your tenancy agreement is as follows:

- AST - (7.1) To return the Property and Contents at the end of the tenancy in the same clean state or condition as they were at the commencement of the tenancy, with fair wear and tear excepted, and to remove all the Tenant's personal effects and any waste or rubbish from the Property. Any belongings left in the property at the end of the fixed term will be removed at the tenant's expense. Clever will not be held liable in any terms for any Tenant items left.
- (7.2) To be responsible for any damage or cleaning to the shared areas within the Property caused by the Tenant or his visitors.
- (7.3) To leave the Contents at the end of the tenancy in approximately the same places in which they were positioned at the commencement of the tenancy.
- (7.4) To return the keys of the Property to the Agent on the agreed termination date, or the end of the tenancy (whichever is sooner) at 12:00 noon. The Tenant also agrees to pay for any reasonable charges incurred by the Landlord or his Agent in replacing keys or securing the Property against re-entry where keys are lost or not returned. Replacement door entry Fobs are a flat rate charge of £50(inc. VAT) if lost. Laundry Cards not returned are charged at £25 per card.

COMPLAINTS PROCEDURE

We are committed to providing a professional service to all our clients and customers. When something goes wrong, we need you to tell us about it. This will help us to improve our standards.

If you have a complaint, please put it in writing to complaints@stayclever.co.uk, including as much detail as possible. We will then respond in line with the timeframes set out below (if you feel we have not sought to address your complaints within eight weeks, you may be able to refer your complaint to the Property Redress Scheme to consider without our final viewpoint on the matter). Please note we will only consider complaints within 2 months of the issue and at no point are your statutory rights affected.

What will happen next?

We will send you an email acknowledging receipt of your complaint within three working days of receiving it.

We will then investigate your complaint. This will normally be dealt with by the operations team who will review your file and speak to the members of staff and subcontractors who dealt with you. A formal written outcome of our investigation will be sent to you within 15 working days of sending the acknowledgment letter.

If at this stage, you are still not satisfied, you should contact us again and we will arrange for a separate review to take place by a senior member of staff.

We will write to you within 15 working days of receiving your request for a review, confirming our final viewpoint on the matter.

If you remain dissatisfied, you can then contact The Property Redress Scheme to request an independent review.

Property Redress Scheme, Premiere House, 1st Floor,
Elstree Way, Borehamwood, Hertfordshire, WD6 1JH
Telephone: 0333 321 9418 Email: info@theprs.co.uk

Before making a complaint the following must occur.

- You have written to complain about the matter and allowed a minimum of 8 Weeks for a response.
- If you have not received a response after 8 weeks or you are unhappy with the response you have received, your complaint must be made to the Property Redress Scheme within 12 months of your last communication.



If you don't tell us We can't help

Emergency

Where life is threatened, people are injured, offenders are nearby or if immediate action is required.

☎ 999

Deaf / hard of hearing or speech impaired

☎ 999 Emergency - SMS / text number.

Non-emergency

If a crime has already happened or to give information about a crime.

🌐 www.dc.police.uk/reportcrime ✉ 101@dc.police.uk

☎ 101 🌐 www.dc.police.uk/find-team

Deaf / hard of hearing or speech impaired

☎ 67101 Non-emergency - SMS / text number

Alternatively visit our website www.dc.police.uk or for help and advice or to answer your questions.



Lost and found property

Most found property does not need to be passed to the police, it can be handed to the premises owner.

Most lost property can be logged via www.reportmyloss.com

For more information please go to www.dc.police.uk

Follow us



DevonAndCornwallPolice



DC_Police



DCPolice



dc_police.999



Living in Plymouth

Plymouth is an extremely vibrant and diverse city to live in and we want you to enjoy living here. However, it is important to remember that your behaviour as a student impacts greatly on the city and the other people living here.

Sshh!

Quieter students = Happier neighbours



When walking through the city, please respect your neighbours



Devon & Cornwall Police

Always consider how your behaviour will affect others

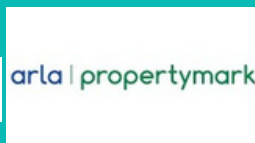
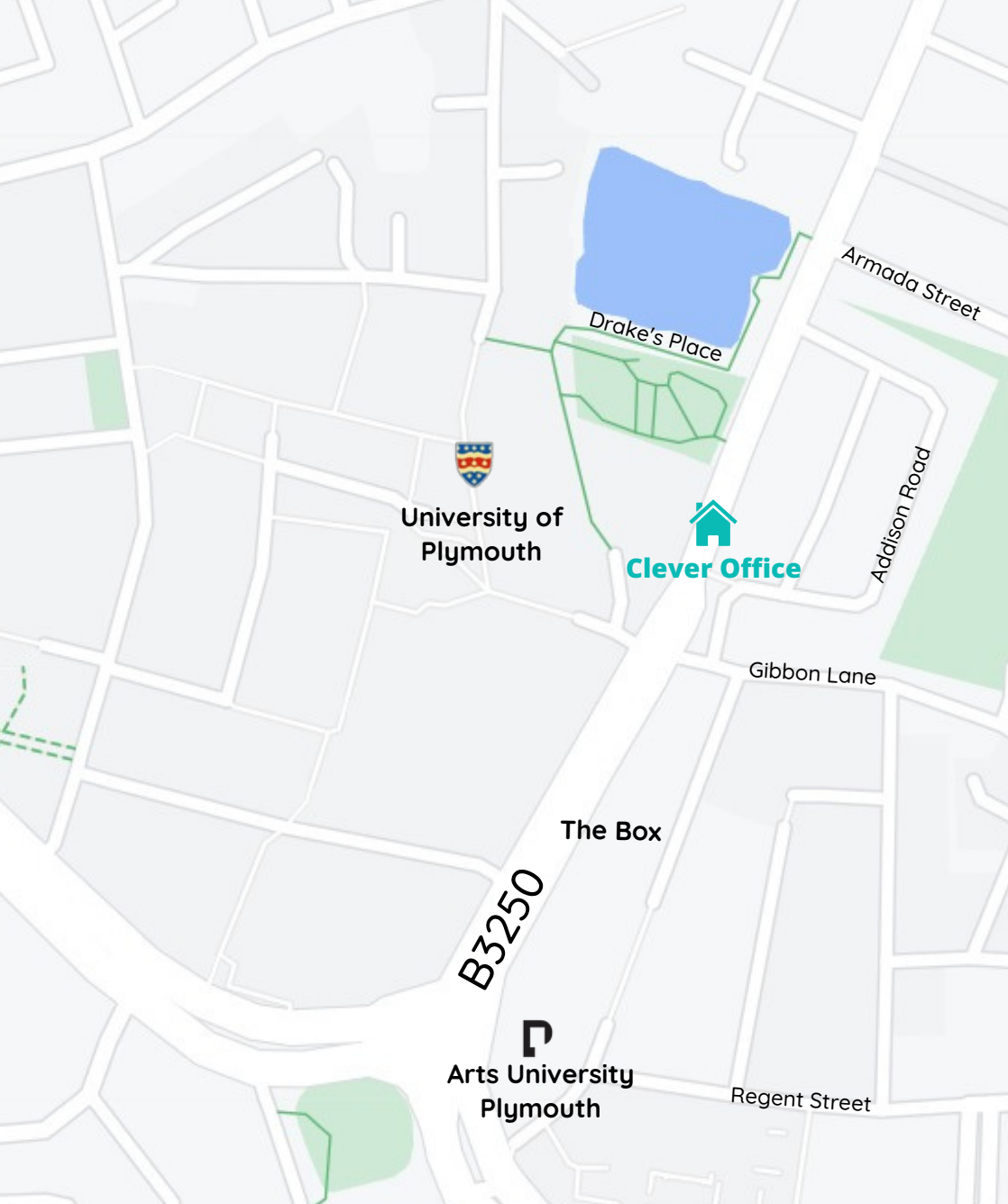
Whilst the area you live in might be seen as a 'student' area, there may be people living in your area who are not students, for example families and older people. It is important to maintain a good relationship with your neighbours and respect their lifestyles and property. Noise

disturbance can impact on everyone.

Playing loud music, having parties and shouting in the street may seem harmless but it will impact on your neighbours whether students or local residents. Try to enjoy yourselves without disturbing other people in your area.

Environmental health/pollution -

<https://www.plymouth.gov.uk/environmentandpollution>



The Deposit Protection Service

Custodial Terms and Conditions



In order to use our Custodial scheme, you will need to read and accept these terms and conditions (the "Terms and Conditions"). Please see below some definitions and explanations of the terms we use frequently throughout this document.

1. Definitions and Explanations of commonly used terms

Adjudication

This is an evidence-based decision making process which results in a Decision about how a Dispute should be resolved.

Adjudicator

This is a qualified expert appointed by us to independently and impartially consider a Dispute and provide a Decision.

Assured Shorthold Tenancy

This is a tenancy defined as an Assured Shorthold Tenancy under the Housing Act 1998. **Calendar Day**

Any day of the week.

Custodial Scheme (or Scheme)

A Custodial Scheme is a scheme for the protection of residential tenancy deposits. Custodial Schemes were established in England and Wales under the Housing Act 2004. They are open to any person or organisation taking Deposits for a residential Tenancy. Under our Custodial Scheme, when a Landlord, Letting Agent or Organisation receives a Deposit from a Tenant, they pass the money to us for safekeeping.

Customer Service Centre

This is our telephone contact centre. You can contact the Customer Service Centre on 0330 303 0033 between 8am and 6.30pm on Working Days. Our Customer Service Centre closes on bank holidays in England and Wales. Please check the homepage of our website for details.

Decision

This is the evidence-based decision of an Adjudicator made in relation to a Dispute in accordance with these Terms and Conditions.

Deposit

This is the money a Tenant gives to their Landlord under the Tenancy Agreement or in connection with the tenancy, who then pays it to us for safe keeping. The Deposit is used as a security against a breach of the Tenant's obligations under the Tenancy Agreement, for example, failure to keep the Property in good repair and failure to pay the rent. Deposits in relation to Assured Shorthold Tenancies are limited to 5 weeks' rent where the annual rent is less than £50,000, or 6 weeks' rent where the annual rent is £50,000 or over.

Deposit ID

This is the unique identifying reference number allocated to a Deposit following the successful submission of the Deposit to us.

Dispute

If at the end of a Tenancy, the Landlord and the Tenant cannot agree on how much of the Deposit should be given to each Party, this is a Dispute.

Dispute Resolution Service

Our Dispute Resolution Service is an independent service we provide to resolve Disputes and is a free alternative to going to court. If you use our Dispute Resolution Service, we will collect and summarise evidence provided by each person involved in the Dispute and one of our Adjudicators will review the evidence and make a Decision on how much of the Deposit should go to each Party.

Enhanced Authentication

This is an optional service for Landlords and Tenants which requires a 6 digit code to be entered via the online service to enable specific changes or transactions.

Form(s)

These are all paper forms you must submit to us in order to use the Scheme and include the Cheque Deposit Submission Form, the Deposit Return Request Form (Tenants) or Deposit Repayment Request Form (Landlords), the Statutory Declaration and the Statutory Declaration Notice.

Initial Requirements

The Initial Requirements are those actions the Landlord has to complete within 30 days of receipt of a Deposit under the Housing Act 2004. They are:

- to protect the Deposit in a government-authorised scheme like ours; and
- to give the Tenant a copy of the Prescribed Information.

Joint Tenancy

This is where more than one Tenant has entered into a Tenancy Agreement with a Landlord.

Joint Tenants

The Tenants in a Joint Tenancy.

Landlord

This means a Landlord of a Tenancy. For the purposes of these Terms and Conditions, the term Landlord includes a Letting Agent or Organisation, where applicable.

Landlord ID

This is the unique identifying reference number we give to the Landlord when they register with us.

Letting Agent

This is the letting agent who lets or manages a property on the Landlord's behalf.

Nominated Tenant

If there is only one Tenant in a property, that Tenant will also be the Nominated Tenant. Alternatively, if there is a Joint Tenancy, the Nominated Tenant is the person who confirms to us that they will act on behalf of all Joint Tenants in any dealings with us, the Landlord or Letting Agent or Organisation. If a Relevant Person has contributed to the Deposit, the Nominated Tenant also acts on their behalf.

Organisation

An Organisation is a company who lets or manages a property on the Landlord's behalf or on its own account including Housing Associations, the N.H.S. and student property associations.

Parties

Means the Landlord and Tenant(s). A "Party" means one or the other

Prescribed Information

This is the information which must be provided by the Landlord to the Tenant in accordance with the Housing (Tenancy Deposits) Prescribed Information Order 2007.

Property

This is a property which is the subject of a Tenancy for which a Deposit is protected.

Relevant Person

This is someone who has paid a Deposit to a Landlord on behalf of a Tenant, and who is a "relevant person" as described in Sections 212 to 215 of the Housing Act 2004.

Sole Tenancy

This is where there is only one Tenant in a Tenancy.

SMS

Means short message service otherwise known as text messaging service.

Statutory Declaration

This is a Form completed by either the Landlord or the Tenant when they are claiming repayment of all or part of the Deposit when the other Party is uncontactable or not responding to correspondence.

Statutory Declaration Notice

This is a notice we send to confirm we have received a Statutory Declaration and to require additional information from the receiving Party.

Statutory Declaration Process

This is a process which may be used by a Party to claim the repayment of all or part of the Deposit when the other Party is uncontactable or not responding to correspondence as further detailed in section 19.

Tenancy

This is an Assured Shorthold Tenancy of a Property under which a Deposit is protected with us or another type of tenancy under which we at our sole discretion agree to protect a Deposit on these Terms and Conditions as if the Deposit related to an Assured Shorthold Tenancy.

Tenancy Agreement

This is the written agreement between the Landlord and Tenant relating to the Tenancy of the Property.

Tenant

This is the Tenant of a Tenancy.

The Department for Levelling Up, Housing & Communities (DLUHC)

This is the government Ministry that has authorised us to provide this service.

The Deposit Protection Service ("The DPS")

The DPS is a trade name of Computershare Investor Services PLC, a company registered in England and Wales with company number 3498808. Its registered office is The Pavilions, Bridgwater Road, Bristol BS13 8AE. Throughout this document, we also refer to The DPS as 'we' or 'us'.

Transfer

A Transfer can be:

- i. the transfer of a Tenancy from the existing Landlord to a new Landlord;
- ii. the transfer of a Tenancy from the existing Tenant to a new Tenant; or
- iii. in the case of a Joint Tenancy, a change in the identity of one or more of the Joint Tenants (Tenant Transfer).

Working Day

Working Days are days on which our offices are open for business. These are every Monday to Friday, excluding bank holidays in England and Wales. We keep our website - www.depositprotection.com - up-to-date with our opening times. In these Terms and Conditions the use of the words and phrases "other", "including" and "in particular" shall not restrict a general or wide interpretation of any words preceding them where a wider interpretation is possible. Except where the context otherwise requires, words using the singular shall include the plural and vice versa.

2. Information about the Scheme for you

a. These are our Terms and Conditions which govern how we provide the Scheme.

From time to time we may change these Terms and Conditions. Please see section 34(g) for how such changes will be notified to you.

b. The ways you can contact us are set out in section 4 "Ways to Contact us".

c. Our Scheme is free to use except in the circumstances set out in section 25 "Costs".

d. We limit and exclude our liability to you in certain circumstances in these Terms and Conditions please see subsections 23(j), (k) and (l) "The Adjudication" and section 28 "Liability" for more details.

e. We are entitled to reject a Dispute from our Dispute Resolution Service or make a payment of the Deposit to the other Party where one Party does not comply with these Terms and Conditions, please see subsections 20(j) and 21(a) for more details.

f. Subject to these Terms and Conditions the Landlord and Tenant are free to agree to leave the Scheme at any time without penalty.

3. How our Custodial Scheme works

Our Custodial Scheme is free to use (with some exceptions, explained later in these Terms and Conditions) and is open to all Landlords. Below is an overview of how it works.

a. After taking a Deposit from a Tenant, the Landlord must protect the Deposit within 30 Calendar Days of receiving it in order to avoid the consequences set out in the Housing Act 2004. We will accept Deposits submitted after 30 Calendar Days.

b. Once we have protected a Deposit, we will send confirmation to the Landlord, the Tenant and any Relevant Person (see section 12 for details about what we send). The Landlord must also give the Prescribed Information to the Tenant.

Landlords can print a Prescribed Information form which is pre-populated with the information they have entered into the Landlord's online account at www.depositprotection.com. The Landlord will need to provide additional information to complete the Prescribed Information.

c. At the end of the Tenancy, the Landlord and Tenant should try to agree how much of the Deposit should be paid to the Landlord, Tenant or the Relevant Person (if there is one). If the Parties can agree, the Landlord and Tenant must confirm the following on their repayment Forms or online submissions:

- i. the amount of the Deposit that should be repaid to the Landlord with reasons; and



HM Government

How to rent

The checklist for
renting in England

March 2023

View this document online [here](#)



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If you have downloaded a copy of this guidance, please check you have the most up-to-date version by following this link:

[GOV.UK/government/publications/how-to-rent](https://gov.uk/government/publications/how-to-rent)

The landlord or the letting agent should give the current version of this guide to the tenant when a new assured shorthold tenancy starts. There is no requirement for them to provide the document again if the assured shorthold tenancy is renewed unless the document has been updated.

Who is this guide for?

This guide is for people who are renting a home privately under an assured shorthold tenancy, either direct from a landlord or through a letting agency. Most of it will also apply if you are in a shared property but in certain cases, your rights and responsibilities will vary.

The guide does not cover lodgers (people who live with their landlord) or people with licences (such as many property guardians – see this specific guidance on property guardians), nor tenants where the property is not their main or only home.



1. Before you start

Key questions

- Is the landlord or letting agent trying to charge any fees for holding the property, viewing the property or setting up a tenancy agreement? Since 1 June 2019, most fees charged in connection with a tenancy are banned. A charge to reserve a property is permitted but it must be refundable and it cannot equate to more than one week's rent. Viewing fees and tenancy set-up fees are not allowed. See the '[Permitted fees](#)' section below for more details.
 - How much is the deposit? Since 1 June 2019, there has been a cap on the deposit that the tenant is required to pay at the start of the tenancy. If the total annual rent is less than £50,000, the maximum deposit is five weeks' rent. If the annual rent is £50,000 or above, the maximum deposit is six weeks' rent. The deposit must be refundable at the end of the tenancy, usually subject to the rent being paid and the property remaining in good condition, and it must be 'protected' during the tenancy. See the '[Deposit protection](#)' section below.
 - How long do you want the tenancy for? The landlord must allow you to stay in the property for a minimum of six months. Most landlords offer tenancies for a fixed term of six or 12 months. However, it is possible to negotiate a longer tenancy, or you could agree to a tenancy which rolls over on a weekly or monthly basis. These tenancies have no fixed end date after the minimum of six months.
 - What can you afford? Think about [how much rent you can afford to pay](#). 35% of your take-home pay is the most that many people can afford, but this depends on what your other outgoings are (for example, whether you have children).
- Are you entitled to Housing Benefit or Universal Credit? If so, you may get help with all or part of your rent. If you are renting from a private landlord, you may receive up to the Local Housing Allowance rate to help with the cost of rent. Check with this [online calculator](#) to see if you can afford to live in the area you want. You should also look at this [guidance on managing rent payments on Universal Credit](#).
 - Which area would you like to live in and how are you going to look for a rented home? The larger the area you are prepared to look in, the better the chance of finding the right home for you.
 - Do you have your documents ready? Landlords and agents will want to confirm your identity, [immigration status](#), credit history and possibly employment status.
 - Do you have the right to rent in the UK? Landlords in England must check that all people aged 18 or over have the right to rent before the start date of the tenancy agreement. There are three types of right to rent checks: a manual document-based check, a check using Identity Verification Technology via the services of an identity service provider, or a check via the Home Office online checking service. Your landlord can't insist which option you choose but not everyone can use the online service. [Further information on how to prove your right to rent to a landlord](#) can be found on GOV.UK.
 - Will you need a rent guarantee? Some landlords might ask someone to [guarantee your rent](#). If you don't have a guarantor, you can ask [Shelter](#) for advice.
 - Do you need to make changes to the property? If you are disabled or have a long-term condition and think you may need to make changes to the property to allow you to live independently, discuss these with your landlord or agent.

Ways to rent a property

Direct from the landlord

Look for landlords who belong to an [accreditation scheme](#). Accreditation schemes provide training and support to landlords in fulfilling their legal and ethical responsibilities. Your local council can advise you about accreditation schemes operating in your area.

The [National Residential Landlords Association](#) and the [Guild of Residential Landlords](#) run national schemes.

If your landlord lives outside the UK, you may be responsible for paying tax on the rent to HM Revenue and Customs. For advice, call their non-resident landlord scheme helpline on 0300 322 9433.



Through a letting agent

Letting agents must be members of a redress scheme. You should check which [independent redress scheme](#) the agent is a member of in case you have an unresolved dispute.

If they receive money from you, such as rent payments, you should also check they are a member of a client money protection scheme. See a [list of approved schemes](#). By law, this information should also be clearly visible to you at the agent's premises and on their website.

Reputable agents are often accredited through a professional body such as [the Guild of Property Professionals](#), [Propertymark](#), [Safeagent](#), [the Royal Institution of Chartered Surveyors](#) or [the UK Association of Letting Agents](#).

If your landlord lives outside the UK, the letting agent will be responsible for paying any tax due on the rent to HM Revenue and Customs.



Watch out for scams!

Be clear who you are handing money over to, and why.

2. Looking for your new home

Things to check

- **Deposit cap.** Check that the tenancy deposit you're being asked for is not more than five weeks' rent where annual rent is less than £50,000, or six weeks' rent where annual rent is more than £50,000.
- **Deposit protection.** If the landlord asks for a deposit, check that it will be protected in a [government-approved scheme](#). Some schemes hold the money, and some insure it. You may be able to access a [bond or guarantee scheme](#) that will help you put the deposit together. Contact your local council for advice.
- **You may be offered a deposit replacement product as an alternative to a cash deposit.** A landlord or agent cannot require you to use a deposit replacement product but may allow it as an option without breaking the Tenant Fees Act. There are several different deposit replacement products available. Depending on the product, you may need to pay a non-refundable fee up-front (often equivalent to one week's rent) and/or a monthly payment for the duration of your tenancy. With most products, you will still be responsible for the costs of any damages incurred at the end of the tenancy or required to pay an excess on any claim for damages or unpaid rent. It is strongly advised to always check the terms and conditions and to see if it is regulated by the [Financial Conduct Authority](#).
- **Length of tenancy.** There is usually a fixed period of six or 12 months. If you want more security, it may be worth asking whether the landlord is willing to agree to a longer fixed period. Alternatively, you may be offered a weekly or monthly assured shorthold tenancy which does not last for a fixed period. Even with those tenancies, the landlord must allow you to stay for a minimum of six months.
- **Smoking and pets.** Check if there are any rules about them, as well as for other things such as keeping a bike, dealing with refuse and recycling.
- **Bills.** Check who is responsible for bills such as electricity, gas, water and council tax. Usually, the tenant pays for these bills. See [advice on paying bills](#).
- **Fixtures and fittings.** Check you are happy with them, as it is unlikely that you will be able to get them changed once you have moved in.
- **Smoke alarms and carbon monoxide detectors.** Landlords must make sure there is at least one smoke alarm on every floor used as living accommodation, and carbon monoxide alarms in all rooms that have a fixed combustion appliance and are used as living accommodation.
- **Safety.** Check that the property is safe to live in, and use the ['How to rent a safe home'](#) guide to help you identify possible hazards.
- **Fitness for human habitation.** Your property must be safe, healthy and free from things that could cause serious harm. If not, you can take your landlord to court. For more information, see the [Homes \(Fitness for Human Habitation\) Act 2018 guide for tenants](#). You should also check whether your tenancy agreement excuses you from paying rent if the building becomes unfit to live in due to, for example, a fire or flood.
- **Flood risk.** Your area may be at risk of flooding. [Check the long-term flood risk](#) to find out.

Check who your landlord is

Make sure you have the name of your landlord and an address in England or Wales where you can serve them notices in writing. Landlords are obliged to provide you with this information and the rent is not 'lawfully due' until they do so.

If the property is a flat, ask whether the landlord is the owner or leaseholder of the flat, and ask whether the freeholder – for example, the owner of the block – has agreed to the flat being let out. If the landlord has a mortgage, ask whether the mortgage company has agreed to the letting. The landlord may not need the freeholder's consent but if there is a mortgage, the lender's consent will always be needed. Be aware that you may have to leave the property if the landlord does not keep up the mortgage payments.

If the property is a house, ask whether the landlord is the owner, whether the landlord has a mortgage and whether the mortgage company has agreed to the letting. You may have to leave the property if the landlord does not keep up the mortgage payments.

If the landlord is not the property owner and they claim to be a tenant, a family member or a friend, be very cautious as it could be an unlawful sub-letting.

Permitted fees

The government's [guidance on the Tenant Fees Act](#) contains information about the fees that letting agents and landlords are prohibited to charge tenants, as well as the fees that are permitted.

Permitted fees are as follows:

£ rent

£ a refundable tenancy deposit capped at no more than five weeks' rent where the total annual rent is less than £50,000, or six 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 one week'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 for 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

All other fees, including the following, are banned:

£ viewing fees – any charge for viewing the property

£ tenancy set-up fees – any charge for setting up the tenancy or contracts

£ check out fees – any charge for leaving the property

£ third party fees – any charge for actions done by someone other than the landlord or tenant but that the landlord must pay for

Licensing requirements

Houses in multiple occupation

Houses in multiple occupation are usually properties where three or more unrelated people share facilities such as a kitchen or bathroom.

Some [houses in multiple occupation must be licensed](#). Check that your landlord has the correct licence. There are extra requirements for landlords of houses in multiple occupation whether they need a licence or not. Go to [GOV.UK/private-renting/houses-in-multiple-occupation](#) for more information.

Selective licensing

Some single-family dwellings may also need to be licensed. Check with your local council whether the house is within a selective licensing scheme area. Selective licensing requires all landlords of privately rented housing in a designated area to obtain a licence for each individual property. It gives the local council powers to inspect properties and enforce standards to address specific property issues.



3. When you've found a place

Check the paperwork

- Tenancy agreement. Make sure you have a written tenancy agreement and read it carefully to understand your rights and responsibilities before you sign it. The landlord or agent usually provides one, but you can ask them to consider using a different version instead. The government has published a [model tenancy agreement](#) which can be downloaded for free. If you have any concerns about the agreement, [seek advice before you sign](#). If you are unhappy with the tenancy agreement, the Tenant Fees Act allows tenants to walk away from unfair terms without forfeiting the holding deposit.
- Inventory. Agree an inventory (or check-in report) with your landlord before you move in and, as an extra safeguard, make sure that you take photos. This will make things easier if there is a dispute about the deposit at the end of the tenancy. If you are happy with the inventory, sign it and keep a copy. From 1 June 2019, landlords or letting agents cannot charge certain fees. See the government's [guidance on the Tenant Fees Act](#) for more information.
- Meter readings. Remember to take meter readings when you move in. Take a photo showing the meter reading and the date and time, if possible. This will help make sure you don't pay for the previous tenant's bills.
- Contact details. Make sure that you have the correct contact details for the landlord or agent, including a telephone number you can use in case of an emergency. You are legally entitled to know the name and address of your landlord.
- Code of practice. Ask whether your landlord or agent has signed a code of practice, which may give you additional assurance about their conduct and practices.

Things the landlord must provide you with

- A copy of the guide, 'How to rent: the checklist for renting in England', either as a hard copy or, with your agreement, via email as a PDF attachment.
- A gas safety certificate before you occupy the property. They must also give you a copy of the new certificate after each annual gas safety check, if there is a gas installation or appliance.
- Deposit paperwork. If you have provided a deposit, the landlord must protect it in a government-approved scheme within 30 days and give you prescribed information about it. Make sure you get the official information from your landlord, and that you understand how to get your money back at the end of the tenancy. Keep this information safe as you will need it later.
- The energy performance certificate, which contains the energy performance rating of the property you are renting, free of charge at the onset of your tenancy. As of April 2020, all privately rented properties must have an energy performance rating of E or above (unless a valid exemption applies) before being let out. You can also [search online for the energy performance certificate](#) and check its rating.
- A report that shows the condition of the property's electrical installations. The landlord also has to give this to the local council if they ask for it. The electrical wiring, sockets, consumer units (fuse boxes) and other fixed electrical parts in rented homes must be inspected and tested every five years, or more often if the inspector thinks necessary. Throughout the whole time a tenant is living at the property, national electrical safety standards must be met.
- Evidence that smoke and carbon monoxide alarms are in working order at the start of the tenancy. Tenants should then regularly check they are working.

Check if the property is suitable for your needs if you are disabled

- **Accessibility.** If you are disabled or have a long-term condition, you can request reasonable adjustments from your landlord or agent. This could include changes to the terms of your agreement, or home adaptations and adjustments to common parts of a building to make your home accessible to you. Your landlord or agent should respond in a reasonable timeframe and if they refuse a request, they should explain why they do not consider it reasonable. Your landlord can ask you to pay for the changes you asked for. However, you can check to see if you are eligible and apply for a Disabled Facilities Grant to help with the cost of adaptations. Your landlord can also apply for funding on your behalf.

4. Living in your rented home

Things the tenant must do

- Pay the rent on time. If your rent is more than 14 days late, you could be liable for a default fee. This is limited by the Tenant Fees Act to interest on the outstanding amount, capped at 3% above Bank of England base rates. The landlord or agent cannot charge any other fees. For more information, please read the [government's guidance on the Tenant Fees Act](#). Further, you could lose your home because you have breached your tenancy agreement. If you have problems, GOV.UK has links to [further advice on rent arrears](#). Also check out these [practical steps for paying your rent on time](#).
- Pay any other bills that you are responsible for on time, such as council tax, gas, electricity and water bills. If you pay the gas or electricity bills, you can [choose your own energy supplier](#).
- Look after the property. Get your landlord's permission before attempting repairs or decorating. It's worth getting contents insurance to cover your possessions too, because the landlord's insurance won't cover your things.
- Be considerate to the neighbours. Anti-social behaviour may be a reason for your landlord to evict you.
- Don't take in a lodger or sub-let without checking whether you need permission from your landlord.

Things the tenant should do

- Make sure you know how to operate the boiler and other appliances and know where the stopcock, fuse box and any meters are located.
- Regularly test your smoke alarms and carbon monoxide detectors – at least once a month.
- Report any need for repairs to your landlord. Failure to report the need for repairs could be a breach of your tenancy agreement. In extreme circumstances there may be a risk to your deposit if a minor repair turns into a major problem because you did not report it.
- Consider obtaining insurance for your contents and belongings. The landlord will usually have insurance for the property but it will not cover anything that belongs to you. If your area is at [risk of flooding](#), make sure your insurance covers this.
- Consider having smart meters installed. Smart meters can help you keep an eye on your energy bills and make changes to save money. If the energy bills are in your name or you prepay for your energy, you can choose to have smart meters installed, though you should check your tenancy agreement first and let your landlord know. If your tenancy agreement says you need your landlord's permission to alter metering at your property, they should not unreasonably prevent it. Smart Energy GB has independent information about the [benefits of smart meters for tenants](#) and how to ask your supplier for the installation. If your landlord pays the energy bills, you can ask them to have smart meters installed.
- [Register to vote at your new address.](#)

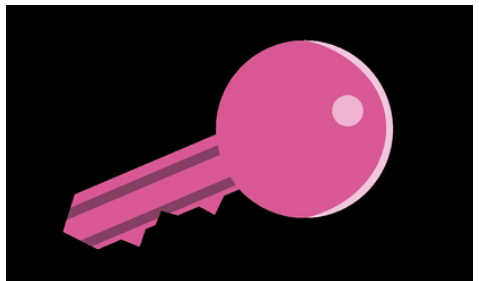
Things the landlord must do

- Maintain the structure and exterior of the property.
- Ensure the property is free from serious hazards throughout your tenancy.
- Fit smoke alarms on every floor and carbon monoxide alarms in rooms with fixed combustion appliances such as boilers, and make sure they are working at the start of your tenancy. If they are not there, ask your landlord to install them.
- Deal with any problems with the water, electricity and gas supply.
- Maintain any appliances and furniture they have supplied.
- Carry out most **repairs**. If something is not working, report it to your landlord or agent as soon as you can.
- Arrange an annual **gas safety check** by a Gas Safe engineer (where there are any gas appliances).
- Arrange an electrical safety check by a qualified and competent person every five years (this applies to new tenancies from 1 July 2020 and existing tenancies from 1 April 2021).
- Consider requests for reasonable adjustments
 - from tenants who have a disability or long-term condition. Reasonable adjustments could include changes to the terms of your tenancy or allowing adaptations or adjustments to your home or common parts of the building. Landlords (or agents) must respond to your request in a reasonable timeframe. If they refuse a request they must explain why. **Foundations** can offer advice on getting home adaptations. Seek your permission to access your home
 - and give at least 24 hours' notice of proposed visits for things like repairs. Those visits should take place at reasonable times – neither the landlord nor the letting agent is entitled to enter your home without your express permission.

- Get a licence for the property if it is a licensable property.
- Ensure the property is at a **minimum of energy efficiency band E** (unless a valid exemption applies).
- Carry out a Right to Rent check.

Things the landlord should do

- Insure the building to cover the costs of any damage from flood or fire.
- Check regularly to ensure that all products, fixtures and fittings are safe and that there haven't been any product recalls. Help is available at the Royal Society for the Prevention of Accidents, the Chartered Trading Standards Institute and the Child Accident Prevention Trust.
- Ensure blinds are safe by design and they do not have looped cords to prevent accidents. This is especially important in a child's bedroom. More information can be found on the Royal Society for the Prevention of Accidents' website.



5. At the end of the fixed period

If you want to stay

If you want to extend your tenancy after any initial fixed period, there are a number of important issues to consider. Check [Shelter's website](#) for advice.

Do you want to sign up to a new fixed term?

If not, you will be on a 'rolling periodic tenancy'. This means you carry on as before but with no fixed term. Your tenancy agreement should say how much notice you must give the landlord if you want to leave the property – one month's notice is typical. Shelter publishes advice on how you can end your tenancy.

Your landlord might want to increase your rent

Your landlord can increase your rent by agreement, or as set out in your tenancy agreement, or by serving you with a [notice proposing a new rent](#).

If your landlord has served you with a notice proposing a new rent, you can make an application to [challenge the proposed rent in the tribunal](#).

The deposit cap introduced by the Tenant

Fees Act 2019 means you may be entitled to a partial refund of your tenancy deposit. The government's [guidance on the Tenant Fees Act](#) explains [whether this affects you](#).

If you or the landlord want to end the tenancy

The government has announced that it plans to put an end to 'no fault' section 21 evictions by changing existing legislation. Landlords will still be able to issue you with a section 21 notice until new legislation comes into effect. If you receive a section 21 notice from your landlord, seek advice from [Shelter or Citizens Advice](#). If you are eligible for legal aid, you can also contact [Civil Legal Advice](#) for free and confidential advice.

There are things that both landlords and tenants must do at the end of the tenancy.

Giving notice

It is a legal requirement for landlords to give you [proper notice if they want you to leave](#). Normally, the landlord must allow any fixed period of the tenancy to expire and they must give you the correct period of notice, which varies depending on the type of tenancy and the reason they want you to leave.

If you have been served with a notice that your landlord wants you to leave, you should read it at once. The notice should contain helpful information. Acting on it straight away may, in certain circumstances, allow you to keep your home. If you are unsure how to respond or worried that you will become homeless, you should access advice and support as soon as possible – for example, through contacting [Citizens Advice](#) or [Shelter](#), who can provide free, expert advice on your individual circumstances. If you are eligible for legal aid, you can also contact [Civil Legal Advice](#) for free and confidential advice.

If you do not leave at the end of the notice period, your landlord will need to apply for a court order to evict you, and must arrange for a warrant of possession to be executed by bailiffs if you remain in your home after the date given in the order.

However, if you seek advice and support as early as possible, it is more likely that you will be able to resolve any issues and remain in your home.

For more information about your rights and responsibilities when your landlord wants you to leave your home, see [‘Understanding the possession action process: A guide for private residential tenants in England and Wales’](#).

If you want to end the tenancy

Your tenancy agreement should say how much notice you must give the landlord if you want to leave the property. One month’s notice is typical, and you must give it in writing. Make sure you keep a copy of the document and a record of when it was sent. Please see the ‘If things go wrong’ section below if you want to leave sooner than the notice period set out in the tenancy agreement.

Rent

Make sure that your rent payments are up to date. Do not keep back rent because you think that it will be taken out of the deposit.

Bills

Do not leave bills unpaid. This might have an impact on your references and credit rating.

Clear up

Remove all your possessions, clean the house, dispose of rubbish and take meter readings. Try to leave the property in the same condition that you found it in. Check this against your copy of the inventory and take photos that show how you have left the property.

Dispose of any unwanted furniture via a local collection service.

Return the keys

Return all sets of keys that were provided. If you do not, the landlord may charge you for changing the locks.

Inspection

Try to be present when the property is inspected to check whether any of the tenancy deposit should be deducted to cover damage. If you do not agree with proposed deductions, contact the relevant [deposit protection scheme](#).

6.If things go wrong

Most problems can be resolved quickly and easily by talking to your landlord or letting agent.

There are often legal protections in place for the most common problems that you may experience during the tenancy. The following links will tell

you what they are or where to look for help.

■ If you have a complaint about a letting agent's service and they don't resolve your complaint, you can complain to an [independent redress scheme](#). Letting agents must be members of a government-approved redress scheme.

■ If you want to leave the property within the fixed term or more quickly than permitted in the tenancy agreement, you should discuss this with your landlord. If your landlord or letting agent agrees to end the tenancy early, you should make sure that this is clearly set out in writing and that you return all your sets of keys. If you do not, your landlord may make a court claim against you to gain possession of the property.

■ You could be charged if you want to end the tenancy early, although this fee must not exceed the loss incurred by the landlord or the reasonable costs to your letting agent if you are renting through them. Unless or until a suitable replacement tenant is found, you will be liable for rent until your fixed-term agreement has ended or, in the case of a statutory periodic tenancy, until the required notice period under your tenancy agreement has expired. The [government's guidance on the Tenant Fees Act](#) contains more information.

■ If you are having financial problems or are falling into rent arrears, speak to your landlord as they may be helpful and are likely to be more sympathetic if you talk to them early on.

Should you need further help, contact your local council, [Citizens Advice](#) or [Shelter](#) as soon as possible. If you are eligible for legal aid, you can also contact [Civil Legal Advice](#) for free and confidential advice. Also check out these [practical steps for managing your rent payments](#).

If the property is in an unsafe condition and your landlord won't repair it, contact your [local council](#). They have powers to make landlords deal with serious health and safety hazards. You can also report this to your local Trading Standards office.

- You may be able to take your landlord to court yourself if you think the property is not fit for habitation, under the [Homes \(Fitness for Human Habitation\) Act 2018](#). The court can make the landlord carry out repairs and pay you compensation. You may also be able to take your landlord to court if they do not carry out some repairs. For more information, please see [Shelter's advice](#) on section 11 of the Landlord and Tenant Act 1985.
- If you have a serious complaint about the property and your local council has sent a notice to the landlord telling them to make repairs, [your landlord may not be able to evict you](#) with a section 21 notice (no-fault eviction) for six months after the council's notice. You can still be [evicted with a section 8 notice](#) if you break the terms of your tenancy.
- Failure to comply with a statutory notice is an offence. Depending on the notice, local councils may prosecute or fine the landlord up to £30,000. Local councils have powers to apply for [banning orders](#) which prevent landlords or property agents from managing or letting out property if they are convicted of certain offences. If a landlord or property agent receives a banning order, they will be added to the Database of Rogue Landlords and Property Agents. There is a [specific process for banning order offences](#).

- If a landlord or letting agent charges you a prohibited payment (a banned fee according to the Tenant Fees Act 2019) or unlawfully keeps a holding deposit, they could be liable for a fine of up to £5,000. If there are multiple breaches, they could be liable for a fine of up to £30,000 as an alternative to prosecution. Local councils are responsible for issuing these fines. Landlords or letting agents cannot rely on giving notice under section 21 to obtain a possession order if they have not repaid any unlawful fees or deposits they have charged under the terms of the Tenant Fees Act. Tenants are also able to make an application to the tribunal to recover a prohibited payment, which can order a landlord or agent to repay a payment which has been charged unlawfully. The government's [guidance on the Tenant Fees Act](#) contains more information.
- If your landlord is making unannounced visits or harassing you, contact your local council. If more urgent, dial 999.
- If you are being [forced out illegally](#), contact your local council. [Shelter](#) and [Civil Legal Advice](#) may also be able to help you. If your landlord wants you to leave the property, they must notify you in writing, with the [right amount of notice](#). You can only be legally removed from the property if your landlord has a court order for possession and a warrant is executed by court bailiffs.
- If you live with your partner and you separate, you may have the right to carry on living in your home.
- If you are concerned about finding another place to live, contact the housing department of your local council straight away. Depending on your circumstances, they may have a legal duty to help you find accommodation and they can also provide advice. The local council should not wait until you are evicted before taking action to help you.

Protection from eviction

Landlords must follow strict procedures if they want you to leave your home. They may be guilty of harassing or illegally evicting you if they do not follow the correct procedures.

Landlords must provide you with the correct notice period and they can only legally remove you from your home by obtaining a court order for possession and arranging for a warrant to be executed by court bailiffs. See '[Understanding the possession action process: A guide for private residential tenants in England and Wales](#)'.

Rent repayment orders

Rent repayment orders require a landlord to repay a specified amount of rent to a tenant and/or a local council, where there has been an illegal eviction or failure to licence a property that requires licensing.

Rent repayment orders also cover breach of a banning order or failure to comply with certain statutory notices. Where a rent repayment order is made, local councils may keep the money if the tenant's rent was paid by state benefits. Where a tenant has paid rent themselves, the money is returned to them. If benefits covered part of the rent, the amount is paid back pro-rata to the local council and the tenant.

[More information on how to apply for a rent repayment order](#) is available on GOV.UK.

If you are reading a print version of this guide and need more information on the links, please contact us on 0303 444 0000 or at 2 Marsham Street, London, SW1P 4DF.

7. Further sources of information

Read further information about [landlord and tenant rights and responsibilities](#).

Read the government's [guidance on the Tenant Fees Act](#). This includes:

- what the Tenant Fees Act covers
- when it applies and how it will affect you
- helpful questions and answers

Tenancy deposit protection schemes

Your landlord must protect your deposit with a government-backed tenancy deposit scheme.

£ [Deposit Protection Service](#)

£ [MyDeposits](#)

£ [Tenancy Deposit Scheme](#)

Client money protection schemes

Your agent must protect money such as rent payments through membership of a government-approved client [money protection scheme](#).

Letting agent redress schemes

Every letting agent must belong to a government-approved redress scheme. Use the links below to find out which scheme your agent belongs to.

£ [The Property Ombudsman](#)

£ [Property Redress Scheme](#)

Homes (Fitness for Human Habitation) Act 2018

[Guide for tenants](#)

Help and advice

- £ [Citizens Advice](#) – free, independent, confidential and impartial advice to everyone on their rights and responsibilities
- £ [Shelter](#) – housing and homelessness charity who offer advice and support
- £ [Crisis](#) – advice and support for people who are homeless or facing homelessness
- £ [Your local council](#) – to make a complaint about your landlord or the condition of your property
- £ Redress schemes – to make a complaint about your letting agent
- £ [MoneyHelper](#) – free and impartial money advice
- £ [The Law Society](#) – to find a lawyer
- £ [Gas Safe Register](#) – for help and advice on gas safety issues
- £ [Electrical Safety First](#) – for help and advice on electrical safety issues
- £ [Foundations](#) – a national organisation that can provide advice and help disabled people apply for funding to make adaptations to their home
- £ [Smart Energy GB](#) – for help and advice on installing a smart meter and tips on energy efficiency

Also in this series

The government's '[How to rent a safe home](#)' guide helps current and prospective tenants ensure that a rented property is safe to live in.

The government's '[How to let](#)' guide provides information for landlords and property agents about their rights and responsibilities when letting out property.

The government's '[How to lease](#)' guide helps current and prospective leaseholders understand their rights and responsibilities.

The government's '[How to buy a home](#)' guide provides information to home buyers.

The government's '[How to sell a home](#)' guide provides information to those looking to sell their home.

Sign in to Property File to view your online portal



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Wednesday: 9:00-5:30

Thursday: 9:00-5:30

Friday: 9:00-5:00