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Tenant's Guide

## Introduction

An increasing number of people are renting and the quality and range of rented accommodation is better than ever and ever increasing.

Renting is often cheaper than owning and bills are more predictable too, which is good news for those who prefer stable finances.

Renting offers more flexibility than owning - you can move somewhere else relatively quickly - useful if you plan to move for a new job or are going away to study. Also, it's less hassle than being an owner as you won't need to pay for property maintenance - most of that will be done for you.

## 1. Finding the right place

There are really two things to think about when you are looking for a place. The property itself and then the area, and you will probably know which of these is most important to you.

In selecting a property, think about things like; if you need a separate shower, how many bathrooms, storage space, do you want a garden and parking.

This is probably quite obvious, but when choosing an area, think about where you will be working, transport links and local amenities like bars and restaurants.

## 2. Rights and responsibilities of tenants

Most relationships between tenants and landlords run reasonably smoothly, but it is important that you understand your rights and your responsibilities, most of which will hopefully be obvious!

### Rights

- To be allowed 'quiet enjoyment' of the property and not be harassed by your landlord. Technically, your landlord should give 48 hours notice to inspect a property.
- The landlord should provide premises which are fit to live in and in a good state of repair.
- The landlord should also ensure that the property complies with current fire, gas and electric regulations.
- The property should be maintained to a living standard and any necessary repairs should be carried out.

### Responsibilities

- Pay the rent on time
- Abide by the terms of the tenancy agreement
- Keep the property reasonably clean and prevent damage
- Not use the premises for illegal activity

## 3. Tenancy deposit protection scheme

As from 2007, all deposits taken by a landlord in England and Wales must be protected by a tenancy deposit scheme.

### **There were two main reasons for the scheme's introduction:-**

- To ensure that when a tenant has paid a deposit and is entitled to get it back that this actually happens
- To assist in resolving disputes which arise regarding refund of deposits

**There are two types of scheme; custodial and insurance-based, and it is up to the landlord to choose which to use.**

### Custodial

- The tenant pays the deposit direct to the landlord who then pays it into the scheme
- The landlord must provide information to the tenant about the tenancy and which scheme has been used within 14 days
- At the end of the tenancy, if both parties agree to the amount of deposit returnable, the scheme is notified and returns the deposit to be divided as agreed
- If there is a dispute as to the amount of deposit to be returned the scheme will hold on to the deposit until the dispute is resolved
- Interest on payments held during dispute settlement will be used to pay for the running of the scheme with any left over paid to the tenant (or the landlord if the tenant isn't entitled to it)

### Insurance-based

- The tenant pays the deposit direct to the landlord
- The landlord retains the deposit and pays a premium to the insurer
- The landlord must provide information to the tenant about the tenancy and which scheme has been used within 14 days
- At the end of the tenancy, if both parties agree to the amount of deposit returnable, the landlord returns the appropriate amount of the deposit
- If there is a dispute the landlord must hand over the disputed amount to the scheme for safe-keeping until the dispute is settled
- If the landlord fails to comply the insurance arrangements will ensure that the tenant receives their deposit back if they are entitled.

**Under both schemes the deposit must be returned within 10 days of agreement or settlement of any dispute.**

For more information go to:

[http://www.direct.gov.uk/en/HomeAndCommunity/Privaterenting/Tenancies/DG\\_189120](http://www.direct.gov.uk/en/HomeAndCommunity/Privaterenting/Tenancies/DG_189120)

## 4. Guide to tenancy agreements

Most landlords will ask you to sign a tenancy agreement and this should protect both you and the landlord.

The most commonly used tenancy agreement is the Assured Shorthold Tenancy, and allows the landlord or tenant to end the tenancy after an initial six month period, by giving notice.

You can find tenancy agreement templates on our web site if you click on the support tab.

## 5. Shared houses and flats

House shares and flat shares are a booming sector in letting, mainly due to the cost benefits for tenants. Not only the costs of rent shared, but also most of the bills.

There are obviously other considerations, like how will you get on with other flat/housemates and what to do if someone leaves?

Your landlord will probably have a shared accommodation tenancy agreement.

## 6. Moving checklist

Go to the Help with your move section of our web site for this.