



A place of your own

A guide for private tenants

www.homesforbolton.org.uk

Homes for
Bolton



Housing Advice Services

1 Silverwell Lane, Bolton, BL1 1QN

We are available by telephone from 9am to 5pm daily or call in to see us during the times below:-

Drop-in times

Monday: 9am to 12noon

Tuesday: 9am to 12noon

Wednesday: By appointment**

Thursday: 9am to 12noon

Friday: 9am to 12noon

** Wednesday will predominantly be morning and afternoon appointments by prior arrangement and between 9am to 12noon emergency presentations and a triage service will be offered.

Tel: (01204) 335900

Email: housingadvice@bolton.gov.uk

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As part of Bolton's commitment to a sustainable future, this document is printed (using vegetable based inks) on paper from sustainable forests.



About this guide

Are you leaving home for the first time?

Or have you been told to leave after staying with friends?

Or maybe you have split with your partner and need somewhere else to live?

Whatever the reason for renting privately, there are many things to be aware of.

Depending on your situation, you will have certain **rights**. Be aware of your **rights** and use **them**. And if in doubt....**get advice!**

The guide covers: (Sections are colour-coded).

01	Finding Accommodation	01
02	Paying For Accommodation (benefits for tenants)	09
03	Tenants Rights and Obligations	19
04	Repairs - Who Is Responsible	25
05	Harassment & Illegal Eviction	29

Finding accommodation

Contents

- Looking for accommodation
- What to look for when checking a property
- What happens when you find a property

Where to look for accommodation

There are a number of places to look for accommodation to rent:

- Local newspapers such as the Bolton News, Metro News, Manchester Evening News and Bolton Journal.
- Adverts in windows of local newsagents or shops.
- Letting, managing or estate agencies and property agencies of which there are a number in Bolton. Sometimes you can legally be charged a fee.

However, it is illegal:

To charge

- merely for registering you
- merely for providing an address list

To demand

- a non-returnable payment as a condition of granting a tenancy.
- a payment to offset any future charges, even if this is said to be refundable.

If in doubt, **GET ADVICE** and do not hand any money over without at least getting a receipt first.

Contacting a landlord

Most landlords will have a phone number to contact them.

Usually they will want to know your name, age and circumstances.

Often landlords will arrange a suitable day and time to meet you at the property so that you can have a good look around and discuss the details further.

If you are anxious or unsure take a friend with you for support and a second opinion.

What to look for when checking a property

There are a number of things that you should check out. These include:

Rent

- How much is it?
- Does it cover any bills?
- Can you afford it?
- Will you be able to get Housing Benefit, if so how much? (See section no. 2)
- When is the rent to be paid?

Gas, Electric, Water

- Are any of these included in the rent or are they to be paid for separately?
- Are they billed or paid for through card, key or coin operated meters?
- Do the meters actually work?
- Do you have access to the meters?

Energy Performance Certificates (EPCs)

From 1 October 2008 landlords must provide an EPC to people who want to rent a home from them.

An EPC gives you information about the energy efficiency of the home you want to rent.

What does this mean in practice?

The landlord (or someone acting on their behalf, such as an estate agent) must make available an EPC free of charge for the home (an EPC is only required for a property which is self-contained. It is not required when a tenant rents a room and shares facilities, where a tenant has a separate contract with the landlord) you are interested in renting as early as possible. This should be when you are first given written information about the home or when you view it, and before you enter into any contract to pay rent to the landlord.

If you are already renting a home on 1 October 2008 and carry on living there after that date, your landlord does not need to provide you with an EPC.

How can I check my EPC is genuine?

Every EPC has a reference number on the top right-hand side of the certificate. To check that it is genuine, go to www.epcregister.com and enter the reference number into the register. You should see the copy of your EPC. If you are worried that your EPC is fake, contact the accreditation scheme which is shown on page 2 of the certificate.

My landlord hasn't provided me with an EPC. Who do I talk to?

If you have viewed a property or are starting a tenancy and the landlord or their agent hasn't given you an EPC, contact your local trading standards office or Consumer Direct on 08454 04 05 06, or visit www.consumerdirect.gov.uk

A leaflet with additional information is available from the Housing Advice Service or for further information about EPCs contact:

Communities and Local Government
www.communities.gov.uk/epbd

For further information about energy efficiency, practical advice and grants, contact the Energy Savings Trust:

Energy Savings Trust www.est.org.uk or ACT ON CO² advice line: 0800 512012.

Heating

- Is it gas or electric?
- Does the gas or electric appliances look safe?
- Have gas appliances been inspected by a Corgi registered gas fitter? **Please note**, as from 1st April 2009 Corgi registered gas fitters will no longer be valid and gas fitters will be required to be a 'Gas Safe' registered contractor
- Does the landlord have certificates to show when it was inspected?

Cooking facilities

- Do you have to share with anyone else?
- Who is responsible for cleaning?
- Are these facilities adequate and hygienic?
- Is there a fridge?
- Is there hot and cold running water in the kitchen?

Washing & toilet facilities

- Is there hot and cold running water for a bath or shower?
- Is the toilet or bathroom shared?
- If so, with how many other people and who is responsible for cleaning?

Furniture

- Is the property to be furnished or unfurnished?
- What state is it in?
- Is it adequate for your needs?
- Can you bring your own furniture?

- Agree with the landlord a list of furniture and other items which are in the property when you move in. This should help to prevent problems when you leave the property.

Security

- Are there adequate locks on the outside and interior doors?
- Are there window locks?
- Is there a smoke alarm?

Additionally

Check the property for the general state of decoration, repair, dampness etc.

Is the property infested? (Look for signs such as mouse, rat droppings and traps or poison inside or under cupboards).

Check for signs of dampness.

Check if any repairs need doing.

What happens next?

If you want to go ahead and rent the property, the landlord may offer you the tenancy. This can be given verbally, **BUT** generally will be in the form of a written contract and may well be an Assured or an Assured Shorthold Tenancy Agreement (see section No. 3 for details).

If in doubt, before you sign anything **GET ADVICE**.

Advice agencies such as Housing Advice Services have a small list of bed & breakfast accommodation and private landlords who may also accept people on Housing Benefit.

Asked for a Deposit or Rent in Advance?

- Generally you will have to find any money for a deposit yourself
- This will usually be returnable provided no damage has been done to the property by the time you leave

Tenancy deposit protection scheme

From 6th April 2007 all deposits taken in relation to an Assured Shorthold Tenancy (ASH) by a landlord, landlord representative or Letting Agent, will be subject to the Tenancy Deposit Protection scheme (Housing Act 2004). There are two types of scheme: a custodial scheme and insurance-based scheme.

The **landlord** not the tenant will have the option to choose which scheme they should adopt.

The landlord will have 14 days from receipt of the deposit, to provide information in a prescribed form to the tenant about the chosen scheme.

To avoid disputes having to go the Courts, both schemes will be supported by an Alternative Dispute Resolution (ADR) Service - although the use of this will not be compulsory.

At the end of the tenancy, provided the landlord and tenant agree to how the deposit should be returned, in full or in part, it must be paid back within 10 days as follows:

- For the custodial scheme within 10 days of the company who is administering the scheme being notified of the agreement between landlord and tenant or notified of an Alternative Dispute Resolution/Court decision.
- For the insurance-based scheme, within 10 days of the tenant requesting that the landlord returns the deposit.
- In the case of a dispute within 10 days of the company who is administering the scheme being notified of the Alternative Dispute Resolution service's or court's decision.

Ten days is the maximum time to repay a deposit. In the case of the insurance-based scheme only, a landlord could with the consent of the tenant, return the agreed amount on the last day of the tenancy.

The above will only apply to tenancies entered into on or after 6 April 2007 where deposits are paid.

If an existing tenancy is renewed on or after 6 April 2007, how the deposit is treated will depend on how the tenancy is continued.

If the tenancy continues with no new Agreement (Assured Shorthold Periodic Tenancy) then the Tenancy Deposit Protection will not apply.

If a new tenancy is created between the same landlord and tenant for the same property on substantially the same terms, the Tenancy Deposit Protection will apply to the original deposit that was paid before 6 April 2007.

If in doubt - **SEEK ADVICE**

Students

Where students rent accommodation under an Assured Shorthold tenancy, the deposit must be safeguarded under a Tenancy Deposit Protection scheme.

Halls of residence are not let on Assured Shorthold tenancies if they are controlled by the University. However, some Universities lease their halls to private companies and these may be let on an Assured Shorthold tenancy basis and will therefore be subject to the Tenancy Deposit Protection scheme.

If the landlord wants rent in advance, it may be possible to borrow the money for this from the DSS (see section No 2).

Always get a signed and dated receipt for any money that you hand over.

If in doubt - **GET ADVICE.**

There is, however, a third alternative to the custodial and insurance schemes and that is the rental deposit scheme called:-

You may be able to get help from the Bolton Bond Board.

The Bond Board Ltd

The Bolton Bond Board has been set up to provide a non-cash, paperless deposit scheme to the landlord, allowing homeless or threatened with homelessness singles, couples and families to rent affordably in the private sector.

For further information on the Bond Scheme, please contact the Housing Advice Services on (01204) 335900 or The Bond Board on (01204) 366328.

Paying For Accommodation

Contents

Housing benefit general rules

- Claiming benefit
- How housing benefit is paid
- Housing benefit special rules
- Deposits

Housing Benefit general rules

This information contained in this section relates to tenants of private landlords.

Housing Benefit

This is a benefit paid by the Council not the DWP (Department of Work and Pensions).

It helps people on a low income, or on benefits, to pay their rent.

How much you are entitled to depend on your income.

You must have less than £16,000 capital to be eligible, unless you are receiving Guaranteed Pension Credit

If you have more than £6,000 capital, you will be subject to a 'tariff income'.

If in doubt - **GET ADVICE**

Local Housing Allowance

Local Housing Allowance (LHA) is a new way of working out Housing Benefit for Private Tenants. LHA is part of the government's reform programme that aims to simplify the Housing Benefit scheme.

LHA is a flat rate allowance based on the size of the household and the area in which a person lives. There are no changes to entitlement rules, it will still be means tested; based on a person's income and savings.

LHA will apply on or after 7 April 2008 where;

- A new claim for Housing Benefit is made where the date of the claim is on or after 7 April 2008.
- There is a break in entitlement of one week or more on an existing HB claim
- A change of address (move to private rented accommodation)
- An in-work claim has been made following the award of an extended payment and
- The property they are claiming for is privately rented accommodation that would normally be classified as a deregulated new scheme.

LHA will NOT apply to

- Homes for Bolton properties
- Housing Association properties
- Tenancies which started before 15 January 1989
- Properties registered with a 'fair rent'
- Protected tenancies such as supported housing provided by social landlords, charities or voluntary organisations.
- Tenants of caravans, mobile homes or houseboats
- Board and lodgings.

Under LHA, the rent will not be referred to the rent officer. Instead a set LHA rate will be applied to the claim. The Rent Service will supply the Local Authority with the new rates before the end of each month and these rates will be widely advertised.

The LHA rate will depend on;

- The area in which they live (known as the Broad Rental Market Area)
- The number of occupiers in the household
- The size criteria

And the rate that applies for a particular month.

Local Housing Allowance does not take into account the actual number of rooms a property has, it is based on the number of bedrooms a household should have, according to the size criteria

One bedroom for:

- A couple
- Any other adult aged 16 or over
- Any two children of the same sex under 16
- Any two children regardless of sex under 10
- Any other child

Shared Accommodation

Under LHA there is a shared accommodation rate. This applies to:

- Single claimant under 25 years old who does not have a non dependent living with them (replaces single room rent)
- Single claimant aged 25 years and over if they choose to live in accommodation with shared facilities*.
- Couples with no dependent children if they choose to live in accommodation with shared facilities.

*Accommodation with shared facilities is where the tenant has a room or bed-sit of their own, but all or some of the facilities are shared, e.g. kitchen/facilities for cooking, bathroom, toilet or living room.

Important: The shared accommodation rate will NOT apply for a single person aged 25 years and over and couples with no dependent children if they live in accommodation that has the exclusive facilities (not shared).

Eligible Rent

One of the significant features of LHA is that a customer may be paid more than their contractual rent. Any amount paid up to the contractual rent will be known as 'Core Payment'. Any amount awarded above the contractual rent is known as 'Excess Payment'.

A claimant's maximum rent will be the Local Housing Allowance that they

are entitled to. The Local Housing Allowance will become the claimant's eligible rent which is the figure used in calculating the claimant's HB entitlement. If the contractual rent is less than the amount of LHA the claimant keeps the difference up to a maximum of £15 – this is known as the excess payment.

Payment of LHA

A main feature of LHA is that payments will be made to the claimant. This means that a claimant can no longer choose to have payments sent to their landlord. Payments of LHA will be paid directly into your bank account...Ask for 'Basic Bank Accounts' – a guide.

However, there are still some circumstances where the payment **may** be made to the landlord and some circumstances where the payment **must** be made to the landlord.

Direct Payment Policy

The direct payment policy will be applied where payment **may** be made to the landlord.

To apply for direct payment to the landlord, an application must be made in writing by; the tenant, their representative or the landlord. Normally they will be asked to complete the form 'Application for direct payments of LHA to your landlord' as this is designed to gather the information required to make a decision. However the request can be in the form of a letter, application for direct payment or a written recommendation. The Housing Advice Service will be able to assist with this application or you can seek assistance from the Citizens Advice Bureau (CAB), or any advice unit. **The request should be accompanied by supporting evidence.** Where a written recommendation is made on behalf of the claimant, this is done by the CAB or other advice unit after they have attended an appointment to discuss their circumstances.

Overpayments of LHA

The rules around overpayments have not changed.

Claiming benefit

Claim Housing Benefit immediately you take up the tenancy.

You must fill in the application form available from Housing Benefits or Housing Advice Services.

You will need to provide two items of identification such as a passport, driving licence or birth certificate. **The original document will have to be shown.**

You will also need to provide proof of your National Insurance Number (NINO). For example your National Insurance Card, a benefit payment book or a wage slip. **The original document will have to be shown.**

You will have to provide proof of your income, for example, wage slips or benefit book. **The original document will have to be shown.**

You should provide proof of the rent which you need to pay. Usually the landlord will complete the Proof of Rent form within the Housing Benefit Application form.

All the original 'proofs' and the application form should be taken to Housing Benefits.

A receipt will be given. Keep that safely. It is important, particularly if your form gets mislaid.

Benefit should be paid within 14 days.

Delays can occur if all the 'proofs' have not been provided.

Housing Benefit should make an interim payment automatically, where appropriate, as long as all the necessary information has been provided.

How Housing Benefit is paid

Housing Benefit is usually paid 4 weeks in arrears.

It is usually paid by cheque to you.

It can be paid directly into a bank account.

It can also be paid directly to the landlord.

If you are eight weeks or more in arrears with your rent, the landlord can ask for your benefit to be paid directly to them.

Changes in circumstances

Any changes in circumstances **MUST** be reported to the Housing Benefits Department immediately. This may be financial, such as a wage increase, or could be personal for e.g. someone stops living at the house.

From 2 July 2001, new rules have been implemented relating to changes in circumstances.

Any changes which would result in you being entitled to more Housing Benefit, reported more than a month after the change, will only be assessed from the date they are reported. This would result in you losing some benefit entitlement.

If in doubt - **GET ADVICE**

Housing Benefits special rules

Housing Benefit before moving in

You may be able to get Housing Benefit, for up to four weeks, before moving in. The delay must have been reasonable and

EITHER

You have applied to the Social Fund for a payment in connection with the move and you have a child less than six years of age, or you are in receipt of disability premium, or pensioner premium

OR

The delay was necessary in order to adapt your home to the disabled needs of you or a member of your family

You became liable for rent whilst in hospital or residential accommodation

Additionally:

You must not have a liability to pay rent on another property. The exception being that the delay was necessary in order to adapt your home.

You need to claim Housing Benefit as soon as your tenancy starts. This first claim will be refused, you then need to claim again when you actually move in.

If in doubt - **GET ADVICE**

Absence from home

You must inform the Housing Benefits Department **BEFORE** going away to ensure benefit continues to be paid.

You may still be able to claim housing benefit if you are away from home.

This must be for a temporary period.

You must be planning to return home.

For example, if you receive a prison sentence and will be absent for less than 13 weeks, you will be able to continue receiving housing benefit. However, any period you have spent on remand will be added to your custodial sentence and cannot exceed 13 weeks.

Similar rules apply to temporary stays in hospital or residential care homes.

Longer absences from home are allowed in other circumstances.

If in doubt - **GET ADVICE**

Benefit on two homes

You can sometimes claim benefit on two homes.

It may be considered reasonable if you have left your previous home due to violence or harassment.

You may also be able to claim if you have moved into a new home and cannot avoid making payments on the old home, for a maximum of four weeks.

For example, if you have had to move quickly to more secure accommodation.

If in doubt - **GET ADVICE**

Getting too much benefit

If you have been paid too much Housing Benefit, you normally have to pay it back unless:

- It was an official error,
- You were in no way to blame and
- You could not be expected to know that you were getting too much benefit.

If you are asked to repay Benefit - **GET ADVICE**

Discretionary housing payments

Housing Benefits are able to award discretionary payments, if your financial circumstances mean you need more help to pay for your rent and Council Tax after Housing Benefits have been deducted.

You must write to Housing Benefit to ask for a discretionary payment.

Discretionary payments cannot cover any service charges which Housing Benefits does not cover.

Discretionary payments are NOT payments of housing or Council Tax Benefit so you cannot ask for an Appeals Tribunal Hearing, but you can ask for the decision to be reconsidered.

Payments are made for a limited period only and are intended to meet a short-term need whilst you take steps to alleviate your hardship. The Housing Advice Service can assist you with these claims.

If in doubt - **GET ADVICE**

Shortfalls of benefit

The Rent Officer may decide that the maximum amount of benefit you are entitled to is less than the rent the landlord requires.

If a tenancy agreement has been signed, you will be legally obliged to pay the amount stated in the Agreement.

Any shortfall between the amount Housing Benefit allow and the liable rent, would have to be paid directly to the landlord.

If in doubt - **GET ADVICE**

Deposits

Bolton Bond Board

This is a rental deposit scheme.

Non-cash bonds form a guarantee to the landlord.

The bond is issued by the Housing Advice Service.

You may be eligible for help from Bolton Bond Board if you are:

- Homeless
- On low income or benefits

You must seek advice and information before moving into the property.

For further details contact: Housing Advice Services - (01204) 335900.

Social Fund Payments

If you are in receipt of Income Support or Job Seekers Allowance, you can apply for a Community Care Grant.

This may help to meet the cost of items such as:

- Furniture,
- Household equipment,
- Removal expenses.

If in doubt - **GET ADVICE**

Advance rent

You may be able to get help from the Department of Work and Pensions with rent in advance.

You could apply to the Social Fund for a:

Budgeting Loan

OR

Crisis Loan

Generally a Crisis Loan is:

- To help with an emergency
- To prevent serious risk to health
- Following a stay in institutional or residential care

To apply for a Budgeting Loan, you must have been in receipt of Income based Job Seekers Allowance for 26 weeks.

The maximum allowed from the Social Fund at any time is £1,000.

These are only brief examples of the criteria for the Social Fund.

If in doubt - **GET ADVICE**

Tenants' rights & obligations

Contents

- Tenancy legislation
- Bed & breakfast
- Resident landlords
- Other rights & obligations

Tenants' rights & obligations

You will have a tenancy whether you have signed a written agreement or not provided that:

- The property is your only or principal home,
- You pay rent,
- The landlord does not live with you,

The date the tenancy began is very important.

There are 3 main dates:

- Since 28 February 1997
- Between 15 January 1989 and 28 February, 1997
- Before 15 January, 1989

Different laws cover the different dates which may affect your rights and the type of Agreement you have.

Tenancies which began before 15 January 1989

Different legislation applies to tenancies which commenced before 15 January 1989.

You must **GET ADVICE** for this type of tenancy.

Tenancies which began on or after 28 February 1997

The tenancy will be governed by the Housing Act 1988, as amended by the Housing Act 1996.

All tenancies since 28 February 1997 are automatically Assured Shorthold Tenancies unless the landlord gives you a Notice stating it is not a Shorthold, or includes a declaration in the tenancy agreement to this effect. A 'Notice of Shorthold' (Section 20 Notice) is no longer required.

If the landlord gives you a Notice stating that your tenancy is not a Shorthold (or if your tenancy agreement includes a clause to this effect), you will have an Assured Periodic Tenancy.

If a deposit has not been protected by this scheme the way in which a landlord may bring this tenancy to an end has changed.

The landlord is unable to regain possession of the property using the usual S21 Notice if the deposit has not been safeguarded and the prescribed information has not been passed on to the tenant within 14 days of receipt. A landlord would therefore be required to seek possession using Grounds for Possession Proceedings through the courts.

Tenants can apply for a Court Order requiring the deposit to be safeguarded. Where the Court believes the landlord has failed to comply with these requirements or the deposit is not being held in an authorised scheme, the Court must either order the landlord, within 14 days of making the order, to repay the deposit or order the landlord to pay the deposit to the custodial scheme administrator. The Court must also order the landlord to pay the tenant a fine of three times the deposit amount within 14 days of making the order.

The Housing Advice Service can assist tenants with the above process.

This type of tenancy simply runs on from one rent period to the next, until brought to an end, either by you being given Notice or the landlord serving a Notice of Intention to Seek Possession and applying to the Court for possession.

The landlord does not have to agree an initial fixed term, but may do so if you both agree.

Shorthold tenants have the right to remain in the property for an initial period of 6 months. A tenancy may be granted for between three and six months, but the landlord cannot give notice ending before the initial six months.

When a Shorthold Agreement comes to an end, the landlord may agree a replacement tenancy. This may be for a fixed term or may run on a periodic basis (called a Contractual Periodic Tenancy). If the landlord does nothing, the tenancy will automatically run from one rent period to the next (called a Statutory Periodic Tenancy).

If you do not have a written tenancy agreement you have the right to ask the landlord to provide a written statement of terms containing:

- The date the tenancy began
- The amount of rent
- When the rent is due
- How and when the rent may be reviewed
- The length of any fixed term.

The landlord must provide this information within 28 days of receiving the request in writing. Failure to provide the information without good reason may result in the landlord being prosecuted.

If the landlord wants you to leave the property after the initial six month period, they must serve you with two month's written notice. The landlord **MUST** get a Court Order to evict you.

The landlord can also bring a tenancy to an end by serving a 'Notice of Intention to Seek Possession'. The Notice must state the 'grounds' the landlord is using, which are set out in the Housing Act. The landlord must apply to Court for possession and prove that one or more of the grounds applies to your tenancy. This procedure can be used at any time during a Shorthold tenancy and can also be used to bring a Periodic Tenancy to an end.

If in doubt - **GET ADVICE**

Tenancies which began after 6 April 2007

Any tenancy which began after 6 April 2007 will automatically be an Assured Shorthold Tenancy. However, where a deposit has been paid, this is now subject to the Tenancy Deposit Protection Scheme (see section 1 for more information)

Bed and breakfast

If you live in bed and breakfast accommodation you are likely to have a licence agreement.

The 1988 Housing Act gives licensees some security of tenure - you may be entitled to up to 28 days notice in writing from your landlord, if they want you to leave, depending upon the type of licence you have.

If in doubt - **GET ADVICE**

Resident Landlords

If you share accommodation with your landlord, or a member of their family and it is your landlord's only home, you have very little security of tenure.

If you have a written agreement, you are entitled to whatever notice is required by your contract or 'reasonable notice'.

If in doubt - **GET ADVICE**

Tenancies which began between 15 January 1989 and 28 February 1997

The tenancy is governed by the Housing Act 1988.

Tenancies will automatically be Assured Periodic tenancies, unless a special procedure was followed to set up a Shorthold tenancy.

For an Assured Shorthold Tenancy the landlord **MUST** have given you a Section 20 Notice of Shorthold, **BEFORE** the tenancy Agreement was signed.

For Shorthold Tenancies, the minimum length of the tenancy must be six months.

To end a Shorthold Tenancy, the landlord can give you 2 month's notice to expire at the end of the Shorthold period.

Alternatively, the landlord can serve a Notice of Intention to Seek Possession. Grounds, as set out in the 1988 Housing Act must be used. The landlord must then apply to Court for a Possession Order, if you do not leave the property.

To end an Assured Periodic Tenancy, a landlord must serve a Notice of Intention to Seek Possession (using grounds set out in the 1988 Housing Act) and apply to Court for a Possession Order.

If in doubt - **GET ADVICE**

Other Rights & Obligations

If you want to leave, you must give your landlord notice in writing. If you pay your rent on a weekly basis, you must give at least four week's notice, if you pay your rent monthly you must give at least a month's notice.

If you have a fixed term or Shorthold tenancy and want to leave before the end of the term, you can only do this if your tenancy agreement has a 'break clause', otherwise you should seek permission from your landlord.

You have a right to know your landlord's name and address. Ask the agent or the person you pay rent to. If they do not tell you, put the request in writing. They are obliged by law to reply within 28 days.

If a landlord needs access to the property to carry out repairs, they must give you at least 24 hours notice and arrange a time that is mutually convenient. They must not enter the property without your permission or when you are absent.

If you feel that the landlord or anyone else acting on their behalf is putting pressure on you to leave, changes the locks or withholds services, this may constitute harassment or illegal eviction. Both of these are criminal offences (see 'Harassment and Illegal Eviction' section no. 5).

If the landlord wants to put up the rent and there isn't anything written into

the contract about this, they must serve you with a formal Notice of their intention. If you do not agree with the proposed rent increase, it is important to get advice.

If you have an Assured Shorthold Tenancy and you believe the rent has been set too high you may also be able to refer the matter to the Rent Assessment Committee.

If in doubt - **GET ADVICE**

Repairs - Who is responsible?

Contents

- Repairs - who is responsible
- What to do
- Houses in Multiple Occupation (HMO)

Repairs - Who is responsible?

In most cases landlords are responsible for maintaining the structure and exterior of the property.

In addition, landlords are usually responsible for keeping in repair and proper working order:

- Toilets
- Washbasins
- Sinks
- Baths
- Other sanitary installations

And for supplying:

- Water
- Gas
- Electricity for hot water and any heating

Landlords are required to have any gas appliances checked for safety annually by a Corgi registered engineer. They are also required to have Certificates to show this has been done.

Please note, as from 1st April 2009 Corgi Certificates will no longer be valid and must be replaced by certificates which have been checked by a 'Gas Safe' registered contractor

Electrical Performance Certificate (See section 01 for more details).

What to do

You should contact the owner or landlord if you are concerned about the condition of your accommodation.

You can contact the Housing Advice Service, who can liaise and mediate with the landlord, by telephoning or writing on your behalf.

If the matter is not resolved in a reasonable period of time you should contact the Housing and Public Health Unit - Tel: (01204) 336500.

If the gas, electricity or water is disconnected due to the landlord failing to pay the bill, the Council can intervene and authorise the reconnection of supplies.

Get Advice - from the Housing and Public Health Unit -
Tel: (01204) 336500

If the property is a health hazard, the EHO can use powers under the Public Health Acts to force a landlord to put things right. For example:

- Dampness
- Leaking roofs
- Blocked drains
- Dangerous wiring
- Accumulation of rubbish
- Infestations of rats, mice, cockroaches etc

The Housing and Public Health Unit (HPHU) has legal powers to require the landlord or agent to carry out repairs and can prosecute in the event of failure. They can also carry out the work, instead of the landlord and recover any expenses incurred.

If in doubt - **GET ADVICE** from the Housing and Public Health Unit on 01204 336500

Houses in Multiple Occupation (HMO)

HMO are defined as 'properties occupied by persons who do not form a single household' e.g. bedsits, flatlets, lodgings, hostels, or bed and breakfast hotels.

The HPHU has stronger powers in relation to HMO.

The HPHU can take action in respect of, for example:

- Repairs
- Too many tenants sharing facilities such as toilets, baths, showers, washbasins and cooking facilities
- Inadequate means of escape in case of fire
- Non-supply of gas & electricity
- Inadequate management of the property
- Other serious problems where tenants health, safety or welfare may be at risk.

If in doubt - **GET ADVICE**

Other action

If the HPHU is unable to assist in your case, you may be able to take action yourself.

If a landlord fails to carry out repairs after being told about them, you can consider suing your landlord in Court. The Court can award damages and order repairs to be done.

Withholding rent to pay for repairs. There is a set procedure for doing this which you **MUST FOLLOW**. A landlord may be able to take action against you for rent arrears, if you do not.

BEFORE pursuing either course of action it is important that you **GET ADVICE** first, from a solicitor or the Housing Advice Service.

If in doubt - **GET ADVICE**



Harassment & illegal eviction

Contents

- The law
- Illegal eviction
- Harassment

The law

Under the Protection from Eviction Act 1977 (PEA77), illegal eviction and harassment are both criminal offences. This Act was strengthened by the Housing Act 1988.

The Local Authority has the power to prosecute.

All tenancies include an 'implied term' that the tenant must be able to use the premises without interference, whether the agreement states this or not. This is usually called 'quiet enjoyment'.

If your landlord breaches this by harassing or illegally evicting you, compensation can be claimed in the County Court.

If in doubt - **GET ADVICE**

Illegal eviction

This means your landlord evicting you without following the correct procedure.

For example:

- Being physically 'thrown out' of your home
- The locks being changed while you are out
- Being prevented from entering, all or part, of your home

Most tenants do not have to leave their homes, unless they want to, before they have received Notice in the correct form. For example:

- A Court Order
- An Eviction Warrant

The main exception to this is if you share your home with your landlord or their family. If you do, you are only entitled to reasonable notice, usually up to 28 days in writing.

You may have more rights than your landlord or tenancy agreement says.

Always **GET ADVICE** before leaving your home.

Harassment

Harassment is anything which your landlord, or people acting on their behalf, does which is likely to make you leave home.

For example:

- Constantly entering your home without notice
- Not doing repairs
- Cutting off electricity, gas or water supplies
- Harassing you because of your sex, race or sexuality
- Using threatening language, or assaulting you physically

If in doubt - **GET ADVICE**

What to do if you are harassed or illegally evicted

GET ADVICE from:

- Housing Advice Services
- A solicitor
- The police

Housing Advice Services can contact the landlord on your behalf and point out your rights. If the landlord still refuses to stop harassing you, or to let you back into the property, you will need to see a solicitor.

The Housing Advice Services can also prosecute landlords.

A solicitor, specialising in housing law, may be chosen from the Community Legal Services Directory.

The Housing Advice Service, Citizens Advice Bureau and the Library should have a copy. An appointment can be made, on your behalf, at a solicitors.

A solicitor may offer legal advice and assistance, free initial advice or a reduced cost interview. They may also be able to help with legal representation. This may be funded by the Legal Services Commission.

A solicitor can help you get an injunction from the County Court against your landlord. An injunction is a Court Order which restrains the landlord from harassing you, or makes them let you back into the property. The solicitor can also advise you how to claim for damages in the County Court.

The Police should be contacted if you are being threatened with violence.

Remember you do not have to leave your home unless required to do so by a Court Bailiff.

If in doubt - **GET ADVICE**

Helpful tips/advice

Put all communications with your landlord in writing, and keep a copy.

Point out that it is illegal to use harassment to make you leave.

Keep a note of dates and times of incidents, and get witnesses if possible take a friend with you if you are meeting your landlord to act as a witness.

Act as quickly as possible if you are illegally evicted - you may not be able to get back into the property if you delay.

If in doubt - **GET ADVICE**

