

INFORMATION FOR STUDENTS / SHARERS

We have decided to produce an extra information sheet for tenants who are students or sharers as we have seen an increase in problems with these tenancies. Although the tenancy agreement clearly explains your obligations – some tenants still tell us that they were not aware that they were equally liable for all rental payments. This information sheet is to help explain your obligations. Tenants are always advised to seek their own confirmation and legal advice regarding the Tenancy Agreement that they sign.

JOINTLY AND SEVERALLY LIABLE

We need to remind you that if you enter into a tenancy agreement with other people, each person named on the tenancy agreement is jointly and severally liable for all rental payments.

This means that if one person on the agreement fails to pay rent, all people on the agreement will be chased and liable for the payment.

It also means that if you have guarantors then all of the guarantors will be chased for the payment – not just the guarantor of the person who has failed to pay.

Entering into a tenancy with other people requires a lot of thought and consideration on your part. You must be 100% sure that every person that you are sharing with will have the **commitment and ability** to make all rental payments on time. If you can not be sure of this, then DO NOT rent a property with that person.

There will never be any exceptions to this rule.

PAYMENTS OF RENT

All rental payments have to be made ON TIME. It is not acceptable for any person to pay their rent late. This is particularly important for students to consider as your rent does not always coincide with the dates of your student loans. You must be sure you can make all rental payments. We recommend that all students pay their rent in advance, as soon as your loans come through. From experience we have found that students that do not do this will fall into arrears and have to be evicted.

LEGAL PROCEEDINGS

All tenants and guarantors are referenced through a company called Homelet. If Homelet are satisfied with the references they will insure the tenant on behalf of the landlord. All late payments of rent (even by one day) are reported to Homelet. If the rent is not paid then Homelet have a duty to pay your rent to the landlord. If this happens then Homelet will then instruct their in house solicitors to start legal proceedings against all named tenants on the

tenancy agreement AND all guarantors. This will ultimately lead to ALL tenants being evicted and ALL tenants AND guarantors will have a county court judgement registered against their names.

DEPOSIT – LEAD TENANT

The deposit is held by Tenancy Deposit Scheme Custodial (TDS). They will only liaise with one tenant at the end of the tenancy. They ask tenants to nominate the person who will take on this responsibility. It is very important that you understand the 'lead tenants' role. The Tenancy Deposit Scheme will not speak to any tenant other than the named lead tenant. They will allocate the deposit according to the lead tenants instructions. The lead tenant is able to ask the TDS to return the deposit to each tenants own bank accounts (he would have to supply them with your details). But – if the lead tenant tells the TDS to return the whole deposit to his own bank account, then this is what they will do.

Similarly, if there is a deposit dispute at the end of the tenancy then the TDS will want the lead tenant to supply evidence to support all tenants claims. If the lead tenant does not do this, or is uncontactable at the end of the tenancy then you will almost certainly lose the dispute and funds will be sent to the landlord.

The 'lead tenant' duties relate solely to the deposit and the liaising with the TDS. The role of 'lead tenant' does not extend to any other tenant obligation and is not recognised in any other situation.

We nominate a tenant to be the lead tenant on the TDS web site – you must then decide for yourselves if you wish to keep this person as the lead tenant, or change this person to another named tenant.

NAMES ON TENANCY AGREEMENT

Only the persons named on the tenancy agreement are permitted to occupy the property. It is a breach of agreement to have any other person living at the property and possession proceedings will be taken against all tenants if it is found that someone else has moved in to the property.

Up to 4 tenants can be named on a tenancy agreement. All named tenants are jointly and severally liable. Some tenants question if the person named first on the agreement is more liable than someone named 4th. This is not the case.

CONDITIONS OF TENANCY

The tenancy agreement lists conditions of tenancy. It is common sense that as a tenant it is your responsibility to respect your neighbours, respect the property and pay your rent on time.

It is prohibited from causing noise that is audible to your neighbours at any time of the day or night.

Any maintenance issues must be reported promptly to your landlord / managing agent.

You must take adequate steps to ensure that the property is always left secure. If the property has an alarm you must use it. If the doors have the facility to be double locked then you must ensure that they are double locked each time you leave the house. If the property is to be left unoccupied you must inform the managing agent or landlord if this is to be more than 14 days. We would suggest that you leave lights on timers at the property to give the illusion that someone is at the property – this is particularly important at student houses which can become a target during holiday periods.

All properties should be supplied with smoke detectors. It is not a legal requirement for a landlord to provide smoke detectors or carbon monoxide detectors (but we strongly recommend that landlords do provide these). It is possible to obtain smoke detectors free of charge from the London Fire Brigade: call 0800 0284428. If there is no smoke detector at the property we strongly advise tenants to contact the fire brigade or to purchase one. We also advise all tenants to purchase a carbon monoxide detector if there is not one at the property – it could save your life. All smoke detectors and carbon monoxide detectors should be tested by the tenants on a regular basis. Tenants are responsible for changing the batteries in the detectors.

INSURANCE

The landlords insurance does not cover your possessions. If your possessions become damaged or stolen and you have not taken out insurance then you will not have any cover.

All tenants should consider insuring their own liabilities to the landlords property. This insurance can also protect your deposit. It covers you for damage that you may cause (accidentally) to the landlords possessions – eg a spilt bottle of wine on the carpet, accidental breakage of the bathroom sink, accidental damage to the kitchen work top, accidental breakage of a window etc. If you want some leaflets regarding this then please ask us.

MAINTENANCE

A tenant is responsible for maintaining the property. If something breaks down at the property then this would usually be down to the landlord to resolve (eg the shower stops working, the cooker breaks down, no heating etc).

Things that are not your landlords responsibility include: Blocked toilets and sinks (unless there is a plumbing defect), lost keys, replace light bulbs, replace batteries in smoke or carbon monoxide detectors, condensation problems (if they are caused by tenants not properly ventilating the property)

CONDENSATION

Most reports from tenants of damp in property turns out to be mould/condensation. It is a tenants responsibility to keep this under control. Quite often mould / condensation is caused by not opening windows or failing to turn on extractors in bathrooms and kitchens. Drying clothes indoors will also cause problems. Water running down windows will cause black mould to form on window frames/ledges and walls, corners of ceilings and inside built in cupboards. Mould tends to appear on surfaces where condensation takes place regularly. Because the external walls of a room are usually the coldest they tend to be most affected by condensation particularly at the corners of the room. Mould is often found in cupboards, and behind furniture which is pushed close up against a cold wall, this is because there is poor ventilation in cupboards and behind furniture so that any condensation there gets little chance to dry off.

Condensation should be treated in the following ways:

Make sure that your rooms are always warm and properly ventilated.

When cooking, keep kitchen door shut and window **open**.

When bathing, washing or drying clothes, keep the room door shut and the window **open**.

In cold weather, keep some heating on all the time, i.e. for 24 hours a day. The warmer a house the less condensation will occur - providing that the level of humidity is controlled too.

To clean mould away, wipe over the affected areas with diluted bleach (test a small area first!), this will kill the mould spores and does provide some short term protection against the re-appearance.

A tenant must wipe down the condensation on windows every day, preventing mould from forming and window frames from starting to rot. It is important to realise that if this is not done a tenant will be charged at the end of the tenancy for cleaning and any damage caused by not following these rules.

Pest control

If you have a problem with mice/cockroaches/wasps/bugs etc, it is a tenant's responsibility to pay to eradicate the problem. The only time a landlord could be responsible is if the problem is apparent when you first move in to the property.