

Renting from a private landlord FAQ

Does my landlord have the right to enter my property at any time?

You are entitled to 'quiet enjoyment' of the property you are renting. This means that your landlord has to let you use the property peacefully and must allow you to exercise all of your legal rights.

Your landlord (and agent if you have one) must, by law, give you their name and address so that you can report repairs or other problems.

Your landlord may have keys to your property but does not have the right to enter at any time. The only time your landlord has right of access is to check for any necessary repairs and to do this they need to give you at least 24 hours' written notice. This could be less in an emergency, but your agreement must still be sought before the landlord can enter your property.

If you are worried that your landlord is entering the property while you are out it may be possible for you to change the lock, but please take our advice before doing this.

The living conditions in my rented property are unsatisfactory – what should I do?

The property you rent should provide a healthy and safe environment for you and your family as well as any visitors and should be free from unavoidable hazards.

If the property you are renting is in an unsatisfactory condition such that is affecting your health and safety or if it is in need of repair then you should contact the landlord in the first instance preferably in writing. The landlord should then arrange for any necessary remedial action or repairs to take place.

If you think the defects are likely to put the health and safety of you and your family at risk of immediate and serious harm then you are advised to contact the Council's Housing team as well as your landlord.

With respect to repairs in particular, landlords are typically responsible for:

- ◆ The structure and outside of the property
- ◆ Basins, sinks, baths and toilets
- ◆ Fires, radiators and water heaters
- ◆ Water, gas and electricity supply and meters
- ◆ Water tanks and boilers

However this may differ depending on the conditions of your tenancy. When you sign your tenancy agreement you should find out which repairs your landlord is responsible for, which repairs you should do, and how to report a repair.

I have reported a problem with my rented accommodation to the landlord but nothing has been done. What should I do?

If the landlord does not attend to the reported problem promptly, then the following courses of action are available:

Contact the Housing Team and ask the council to take action. The Housing Team would then speak or write to the landlord about the problem and wherever possible will work with the landlords to ensure any necessary remedial action is carried out within a reasonable period of time

If the landlord fails to cooperate then depending on the nature of the problem, further enforcement action may be taken by the Housing Team. A full inspection of your home would firstly need to be carried out before any type of enforcement action could be taken.

If there is a serious and imminent risk of harm due to your housing conditions, the council has powers to take emergency action.

What are my responsibilities as a tenant?

You must:

- ◆ Pay your rent
- ◆ Behave in a reasonable way, not causing nuisance or annoyance to others
- ◆ Not damage any fixtures, fittings or furniture belonging to the landlord. If there is any furniture that you don't want, ask the landlord to remove it. Don't store it anywhere without their permission. Ask the landlord before making any changes to the property
- ◆ Inform the landlord if repairs are needed
- ◆ Allow the landlord to have access to the property at reasonable times, for example to carry out repairs, but preferably by appointment
- ◆ Not sub-let or take in a lodger without asking permission first, unless your contract allows you to do this
- ◆ Give the landlord proper notice if you wish to leave. You may well have responsibilities over and above those outlined here. If you have, they should be included in your tenancy agreement.

What are my landlord's responsibilities?

Your landlord must:

- ◆ Give you their name and address and that of their agent, if they use one
- ◆ Give you a written statement of the conditions of the tenancy
- ◆ Give you a rent book if you pay weekly, or a receipt for the rent payment if you pay fortnightly or monthly
- ◆ Respect your right to peace and quiet in your home

- ◆ Register your deposit with an authorised tenancy deposit scheme with 14 days of receiving it and give you details, including how to apply for the release of the deposit
- ◆ Give you reasonable notice in writing if they need to get into your home, for example to do repairs
- ◆ Give you legal notice if they want you to leave
- ◆ Ensure that all gas appliances are tested at least once a year and give you a copy of the safety certificate within 28 days of the test taking place
- ◆ Ensure that all upholstered furniture complies with fire safety regulations

What happens if I don't pay my rent?

It is your responsibility to pay the rent on time, as set out in your tenancy agreement. If you pay weekly then the landlord must give you a rent book. If you pay fortnightly or monthly make sure you get receipts for any payments you make. If you don't pay the rent for whatever reason, the landlord can start possession proceedings to evict you from the property. You should not withhold rent in an attempt to force the landlord to carry out repairs.

If the landlord does not collect the rent, you should make every effort to pay it. Write to the landlord, saying that you want to pay and keep a copy of the letter. If you try and pay the rent and the landlord refuses to accept it, make sure you have an independent witness. Keep the rent money in a separate account, so you can pay it when asked. Then, should the case go to court, you will be able to show that is the landlord, not you, who acted wrongly.

Will I get my deposit back when I leave the property?

Yes, but your landlord can make deductions from your deposit for:

- ◆ Damage to the property or furniture (but not normal wear and tear)
- ◆ Cleaning costs, if the property is left in a worse state than when you moved in
- ◆ Keys not returned
- ◆ Any rent that you owe

If you paid your deposit before 6 April 2007 it should be returned within a week of your leaving the property. If the landlord does not return your deposit, or if you consider that any deductions made are unjustified, you can take action to reclaim the money in the small claims court.

Anyone can use this procedure, without the need from a solicitor. Leaflets and advice are available to help you, which you can get from the Citizens Advice Bureau.

If you paid your deposit after 6 April 2007 your deposit will be covered by a tenancy deposit scheme. Within 14 days of taking your deposit your landlord should have told you which of the authorised schemes it is registered with and how to apply for the release of the deposit. All of the authorised schemes

have a dispute resolution service. They will decide if, or how much of the deposit should be returned to you. You can get further advice from the Citizens Advice Bureau.