

Guide to Renting Privately

This information is intended to assist tenants within the Private Rented Housing Sector.

The following are covered in this guide:

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2. **Your landlord's responsibilities**
3. **Tenancy Agreements**
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 - b) Terms of Tenancy Agreements
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This information is not intended as an authoritative interpretation of the law, only the Courts can do that. Neither does this information cover every case. For further guidance, it may be advisable to seek legal guidance from a solicitor.

If you are at risk of losing your home and becoming homeless, you can contact our Housing Advice Service for advice and support:

Web: [Online Contact Form](#)

Telephone: 0118 937 2165

Email: housing.advice@reading.gov.uk

In person: *If you don't have access to a phone or email, or if you need a safe space, you can attend the Civic Offices from 9am to 5pm, Monday to Friday, or from 10:30am on a Wednesday.*

If you have an emergency out-of-hours, call 01344 351 999 (5pm to 9am on weekdays and over weekends)



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1. Your rights and responsibilities

As a tenant you have the right to:

- know the terms of your tenancy agreement
- know your landlord's name and address
- live in a property that's safe and in a good state of repair
- 24 hours' notice if the landlord wants to visit your property
- notice if your landlord wants you to leave the property altogether

As a tenant you have certain responsibilities:

- pay your bills and rent on time
- report repairs to your landlord as soon as possible
- don't deliberately or negligently cause damage to the property
- don't make any changes to the property without your landlord's permission
- take care of the garden if the tenancy agreement says it's your responsibility
- make sure your guests don't break your tenancy agreement
- don't allow illegal activity to take place in the property
- don't make a lot of noise

2. Your landlord's responsibilities

Repairs

Your landlord is responsible for repairs to:

- the structure and exterior of your home
- sinks, baths and toilets and their pipework
- the heating and hot water
- gas appliances provided by them
- electrical wiring
- chimneys and ventilation
- any damage they cause by attempting repairs

Gas safety

Your landlord must:

- make sure that any gas equipment they supply is safely installed and maintained by a Gas Safe registered engineer. You can check if an engineer is registered by looking at their ID card
- arrange for a gas safety check to be carried out at least once a year, by a Gas Safe registered engineer
- give you a copy of the gas safety check record before you move in or within 28 days of the check

Electrical safety

Your landlord must make sure the property's electrical installation is safe. They must:

- *have it inspected at least every 5 years*
- *give you a copy of the inspection report*
- *fix anything that's unsafe within 28 days of the report*
- *make sure any appliances they provide are safe*

You can read the full guidance for [electrical safety standards here](#).

Fire safety

Your landlord must:

- follow safety regulations
- make sure all the furniture and fittings they provide are fire safe
- provide at least one smoke alarm on each floor of the property used for living accommodation
- provide a carbon monoxide alarm in rooms where solid fuel is burnt, such as in a fireplace or woodburner
- carry out a written risk assessment and take any action necessary, if your property is a licensed House in Multiple Occupation (HMO)

For your safety, your landlord may ask you to sign a 'house rules for tenants', which they should ask you to sign at the same time as you sign your tenancy agreement.

These rules will often cover fire safety risks such as the storage and charging of e-bike or e-scooters at the property.

The house rules for tenants may include the following:

- The landlord must be notified if you are keeping an e-bike or e-scooter at the property for insurance purposes
- All batteries and chargers must meet official safety standards
- All chargers used should be the official correct charger for the battery concerned
- Batteries should be allowed to cool before charging
- Manufacturer's instructions should be followed at all times - in particular, note maximum charge levels and temperature thresholds
- Batteries should not be tampered with or modified
- Batteries should be checked carefully before charging to make sure that they have not been damaged (e.g. by being dropped) and that there are no cracks, dents, or leaks in the battery casing
- Batteries should be kept clean, as dust and dirt build up on the battery contacts can cause them to overheat

- Batteries should not be left to charge unattended and should be unplugged as soon as they have finished charging
- Batteries should be disconnected when not in use and kept in a battery case or fireproof bag

Energy performance

If you rent a whole house or flat, your landlord has to provide an Energy Performance Certificate (EPC) before you move in. This shows you how energy efficient the property is. Properties are rated from A to G, with A being the most efficient. Finding a more efficient property may help you save money on your fuel bills.

Since 1st April 2020, a property must have a rating of at least E to be rented out.

3. Tenancy Agreements

A tenancy agreement is a contract between you and a landlord. It lets you live in a property as long as you pay rent and follow the rules. It also sets out the legal terms and conditions of your tenancy. It can be written down or spoken.

The most common form of tenancy agreement is an Assured Shorthold Tenancy (AST).

a) What is an assured shorthold tenancy?

Most private tenants have an assured shorthold tenancy (AST). You're likely to have an AST if:

- you do not live with your landlord
- your tenancy started on or after 28 February 1997

Many ASTs start with a fixed term agreement, for example, 12 months. At the end of the fixed term your tenancy becomes a periodic rolling tenancy (normally month to month), or you can agree a new fixed term.

The terms of your assured shorthold tenancy will continue in the periodic rolling tenancy, unless stated otherwise in your tenancy agreement.

b) Terms of tenancy agreements

The Consumer Rights Act 2015 sets out a requirement for contract terms to be fair. A term is 'unfair' if, contrary to the requirement of good faith, it causes a significant imbalance in the parties' rights and obligations under the contract to the detriment of the consumer.

This means that any term should not favour the landlord more than the tenant. If you think any term of your tenancy agreement is unfair, you should seek legal guidance from a solicitor.

c) *Amount of rent you should pay*

The amount of rent charged will depend on the type, location and condition of the property. You should agree the rent with the landlord before signing the tenancy agreement. To see if the amount is reasonable:

- check other similar properties in the area
- find out if the amount charged includes tax, water rates, gas and electric
- Before agreeing to take on a property, make sure you it suits your needs and you can afford the rent and bills.

d) *Rent increases*

Your tenancy agreement should include how and when the rent will be reviewed. If it does your landlord must follow it.

If it doesn't and you have a fixed term tenancy, your rent can't be increased during the tenancy unless it's agreed by both you and the landlord. At the end of the tenancy the landlord can propose a different rent and you can then decide whether to renew or not.

If you have a periodic or rolling tenancy, on a week to week or month to month basis, your landlord normally can't increase your rent more than once a year without your agreement.

e) *Rent review*

After the rent is agreed at the beginning of the tenancy, a review of the rent can only happen under certain circumstances.

Within the first 6 months of an Assured Shorthold Tenancy, if a tenant feels that a rent, which has been agreed by contract, is excessive for the market, the tenant can appeal to a Rent Tribunal. This can be done by completing "Form 7", which is available for [download here](#), and sending it to the Tribunal at the address below.

A change to the rent level can be agreed mutually between landlord and tenant. Where a rent review is proposed by a landlord and the tenant does not agree there is a special procedure a landlord can follow depending on if there is a fixed term or not.

If there is a fixed term, then the rent cannot be increased unless it is by mutual consent of both landlord and tenant.

Sometimes there may be a clause in the contact setting out conditions for the rent to be increased during the fixed term. This is normally acceptable, provided that the content of the clause does not render it to be an unfair contract clause.

The clause might be quite general and say something like: "the landlord will review the rent in April each year and give the tenant 1 months' notice of any increase".

Or it could be more specific and say something like: "the rent will increase each April in line with the Retail Price Index (RPI)".

If there is no fixed term, or the fixed term has expired and at least 12 months have elapsed since the last increase, the rent can increase in two ways.

A new rent can either be agreed by mutual consent, or the landlord can serve a notice of increase, “Form 4”, on the tenant proposing a new rent. This notice is available for [download here](#).

The notice advises the tenant of the proposed new rent and the date it is proposed to take effect. It goes on to inform the tenant that if the increase is acceptable, to pay it when it becomes due. Alternatively, an appeal can be made to the Rent Tribunal if the increase is not acceptable. This appeal must be made before the proposed date for the new rent otherwise the increase becomes effective. The form, “Form 6”, to apply to the Rent Tribunal is available for [download here](#).

As part of their assessment the Tribunal will make a visit to the property. Having regard to rents of similar property in the area, they will then fix a rent they consider to be reasonable for the current market. This rent is then fixed for 1 year.

If you are in doubt about this issue, you should seek advice from a solicitor.

Any of the above-mentioned forms need to be sent to:

First-tier Tribunal (Property Chamber) Residential Property
Havant Justice Centre
The Court House
Elmleigh Road
Havant
Hampshire
PO9 2AL

f) Rent arrears

Your landlord can evict you if you fall behind with your rent. Don't ignore the problem. Make sure to read any letters you receive from your landlord; they may contain information about the action they plan to take.

You can use our [benefits calculator](#) to see if you're entitled to housing benefit or a reduction in council tax.

You can also get advice from:

- [Money Advice Service](#)
- [Shelter](#)
- [Citizens Advice](#)

4. Ending the tenancy

You can't give notice to leave before the end of your fixed term tenancy. You don't usually need to give notice to leave on the last day of your fixed term. If you stay after the fixed term, you'll have a periodic tenancy.

If you are still within your fixed term tenancy, you can only end your fixed term tenancy early if your agreement says you can or if your landlord agrees to end your tenancy.

If your landlord agrees to your leaving early, they can ask you to pay rent as required under your tenancy agreement until a suitable replacement tenant is found. This is because you are 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 (if no replacement tenant is found during this time). However, a landlord is not able to charge more than the rent they would have received before the end of the tenancy.

Break Clause

If your agreement says you can end your fixed term tenancy early, this means you have a 'break clause'.

Your tenancy agreement will tell you when the break clause can apply. For example, your break clause might say you can end your tenancy 6 months after it starts if you give 1 months' notice.

Some break clauses might have other conditions that you have to meet. For example, your break clause might say you can't have rent arrears.

It's important that you read and understand your break clause so you know how and when you can end your tenancy. Follow the conditions and wording of your break clause carefully - if you don't you might not be able to end your tenancy.

You should contact [Citizens Advice](#) or seek legal advice from a solicitor if you don't understand your break clause.

Ending a periodic tenancy

If you are still within your periodic tenancy term, you could agree a tenancy end date with your landlord or through their agent.

This is a less formal option if you want some flexibility about when the tenancy ends. For example, if you're buying a house.

You won't need to give a legal notice if you can agree on the end date but it's important to confirm your agreement in writing.

If you leave by the agreed date, your tenancy ends legally. It counts as a 'surrender' of the tenancy as long as it's agreed in writing with your landlord or their agent.

If you can't move out by the date you agreed, let your landlord or their agent know as soon as possible. For example, if an offer of a new tenancy falls through. This type of arrangement won't usually end your tenancy and you can stay on as a tenant.

Legal notice to quit

If you can't agree with your landlord to end your periodic tenancy, you can still end your tenancy by giving your landlord a legal 'notice to quit'.

A legal notice to quit must end on the first or last day of your tenancy period. Your tenancy period depends on how often your rent is due.

The first day of your tenancy period is the day your periodic tenancy started. It's often the day after any fixed term ended. It could be the date your rent is due. But it won't always be this date. For example, if you have agreed to change the rent due date since you moved in.

A legal notice to quit ends your tenancy and your right to live in your home. Joint tenancies will end for all tenants even if only one of you gives notice. You cannot withdraw a valid notice if you change your mind.

Your landlord may agree to let you, or other joint tenants stay on after a notice ends.

An template legal notice to quit can be found on the [Shelter website](#).

Landlord ending your tenancy

Currently there are two legal ways your landlord can end your assured shorthold tenancy.

First, your landlord could use the section 21 process to end your tenancy. They can only do this in a fixed term if there's a break clause within your tenancy contract and requires a minimum of 2 months' notice. Your landlord does not need to give a reason for a section 21 eviction. Your section 21 notice must be on Form 6A.

A landlord can serve a section 21 notice to end an assured shorthold tenancy without providing a reason or ground for possession. If a landlord serves a valid notice on a tenant and the tenant refuses to leave the property, the landlord must apply to the court for a possession order. The tenant may be liable for the costs involved in this and should continue to pay the rent for the property.

A section 21 notice might be invalid if the landlord:

- did not serve the notice correctly
- did not follow the tenancy deposit protection rules
- failed to provide an energy performance certificate (EPC) or gas safety certificate
- failed to provide the How to Rent guide
- does not have a licence for the property where required, or has not applied for a licence
- took a banned fee by charging a prohibited payment or retaining a holding deposit
- served the notice after a complaint about the property (retaliatory eviction)

If you have been served with a section 21 notice you should first check that the notice is valid. [You can check whether its valid online](#).

The second way is your landlord could use the section 8 process where they must give you 2 weeks' notice, however, your landlord requires a legal reason.

A breach of your Tenancy Agreement could be persistent rent arrears or late payments, or anti-social behaviour. You can challenge a Section 8 notice and it is recommended that you seek legal advice immediately if you receive this type of notice.

If you are a social housing tenant and you have a secure or assured tenancy agreement, you will not receive a notice for no reason. You will have only received notice to leave if you have breached the conditions of your tenancy agreement. You should still follow the steps below to prevent your eviction.

For example:

- if you owe at least 2 months' rent
- if you owe some rent
- if you keep paying your rent late
- took a banned fee by charging a prohibited payment or retaining a holding deposit
- served the notice after a complaint about the property (retaliatory eviction)

The second is your landlord could use the section 8 process where they must give you 2 weeks' notice, however, your landlord requires a legal reason for this. For example:

- if you owe at least 2 months' rent
- if you owe some rent
- if you keep paying your rent late

For more information about your rights when it comes to eviction, please visit the Shelter website: https://england.shelter.org.uk/housing_advice/eviction

If you have been served with a Section 8 or 21 Notice by your landlord and may be at risk of homelessness please contact our [Housing Advice Service](#) for further advice and to see what they can do to help.

Moving Out

When moving out:

- make sure the property is left clean and tidy
- clean fixtures, fittings and appliances such as the cooker, washing machine and fridge
- remove any rubbish
- remove anything that you own
- take the gas and electricity meter readings and contact your suppliers to cancel your account

Tenants have a responsibility when leaving a property to ensure that it is returned in a standard commensurate with the condition of the property before they moved in, allowing for fair wear and tear. For the avoidance of any doubt as to what condition the property was in when tenants move in, it is best practice for tenants to be provided with a detailed check-in report that notes the condition of each room and its furnishings and include date/time stamped photographs showing the condition of the property. The check-in report and its contents (such as dated photo's) must be relevant to your tenancy period i.e. not from 2 years ago.

If your landlord produces evidence that the property was cleaned to a professional standard prior to you moving in, you will have to return it to the same standard when vacating. Landlords are permitted to apply for deductions to a tenant's deposit through the relevant deposit protection scheme for cleaning/repairs where they can evidence that the tenant as not left the property commensurate with the condition of the property before the tenant moved in and that the cleaning/repair is not the result of fair wear and tear and would not result in betterment'.

More information about ending your tenancy and the process your landlord must follow if they want to end your tenancy is available at: [GOV.UK - Private Renting for Tenants](https://www.gov.uk/private-renting-for-tenants)