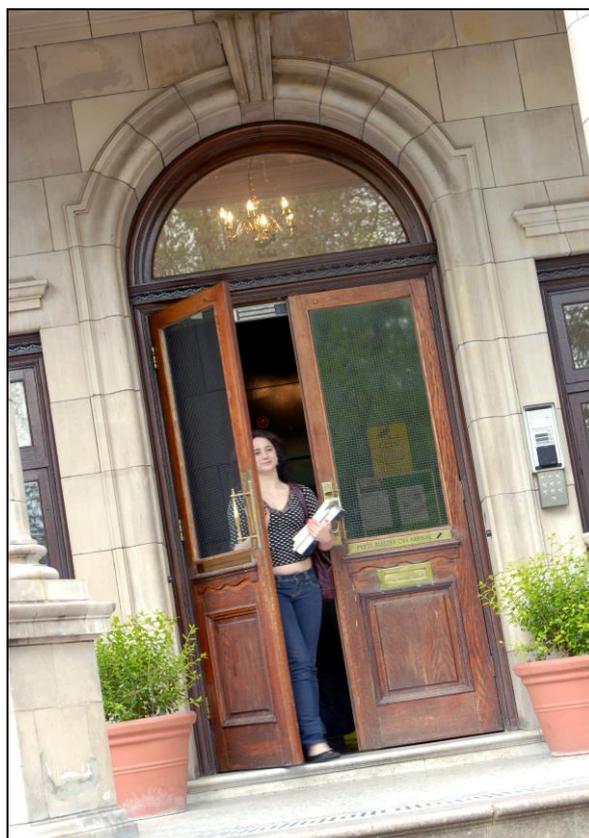


UNIVERSITY OF
MAKING
LIFE
SIMPLE
WESTMINSTER

Landlord Guide



CONTENTS

INTRODUCTION

SECTION 1 – WHY LET TO STUDENTS?	Pg. 5
SECTION 2 – LETTING REQUIREMENTS Safety Furniture & Furnishings Houses in Multiple Occupation Licensing	Pg. 6
SECTION 3 - TENANCY TYPES/AGREEMENTS Assured Shorthold Tenancies Tenants leaving during the fixed term of an Assured Shorthold Tenancy Tenants with Resident Landlords Licence Agreements Inventories General	Pg. 10
SECTION 4 - RENT & DEPOSITS Rent Rent Increases for Assured & Assured Shorthold Tenancies Rent Increases by Resident Landlords Deposits	Pg. 15
SECTION 5 - REPAIRS & MAINTENANCE Landlord's Obligations Tenant's Obligations General	Pg. 18
SECTION 6 - COUNCIL TAX	Pg. 21
SECTION 7 - INCOME TAX Non-Resident Landlords Resident Landlords	Pg. 22
SECTION 8 - GENERAL INFORMATION Local Authority & Housing Association Tenants Land Registry Checks Gas, Electricity & Water Utilities Insurance	Pg. 23
SECTION 9 - ADVERTISING YOUR ACCOMMODATION AT THE UNIVERSITY OF WESTMINSTER Further links and useful reading	Pg. 26

Introduction

The University of Westminster has campuses in central London and Harrow. Westminster has over 13,000 full-time students, with the majority living in private rented accommodation.

The University Accommodation Office provides a free service to landlords wishing to advertise any available accommodation to the University's students. Before completing our registration form, please read through the information in this guide. If you have any further questions you can contact us via the details given below.

University of Westminster
Student Accommodation
Cavendish House
101 New Cavendish Street
London W1W 6XH
Tel: 020 7911 5817
Fax: 020 7911 5037
Email: landlords@westminster.ac.uk

Opening Hours:
Monday to Friday 10.00 - 16.00
Closed for lunch 13.00 – 14.00

This guide is designed to give basic information and advice to anyone letting, or thinking of letting, to students. We have tried to answer the questions most frequently asked by landlords, but the information is by no means exhaustive, so please feel free to call us if you have any queries.

Although our main responsibilities are towards the students studying at the University, we can sometimes mediate, should problems arise between landlords and tenants who are full-time students at the University of Westminster. It is always best not to allow disputes to escalate to the point where finding a solution seems an impossibility. Please be aware that the University of Westminster cannot release details of our students under the Data Protection Act and will not take action against our students on behalf of landlords. You may wish to consider joining the National Landlords Association or other Landlord group for legal advice and support.

Whether you are letting a room in the flat or house in which you live, a self-contained property to a group of students or a room in a flat or house where you

already have tenants, the standards outlined in Section 2 apply. However, the types of agreement and the security of tenure for your tenants will vary depending upon the accommodation they occupy and the nature of your agreement with them. This is discussed in Section 3 "Tenancy types/agreements".

Throughout this guide, the word "landlord" is used as a general term for both sexes.

Disclaimer:

This guide is intended to give basic information only, inclusion in this guide does not constitute a recommendation by the University of Westminster and the University does not accept responsibility for arrangements made with any organisation listed herein. This guide is printed annually and although every effort has been made to ensure that the information in this guide is correct and up to date, changes brought in through year are not immediately reflected in this text. The University of Westminster accepts no responsibility for any omissions or errors made. Landlords are expected to be informed of their responsibilities and keep abreast of changing legislation affecting them.

Section 1 – Why let to Students?

Students are the future pioneers of technology, entrepreneurs of business and forward thinkers of our society. For many, University is a first step into independence and adulthood. It can be a confusing and difficult time as well as an exciting adventure. Our students need supportive landlords who understand this transition and operate in a fair and transparent fashion.

There are many misconceptions about students as suitable tenants. Generally speaking students make great tenants, although they have requirements that differ from working tenants that need to be met in order for a successful and uncomplicated tenancy to exist. You should think about whether or not you can provide for student needs (such as a desk and study space, 9 month lets and flexibility) and if students will be suitable for your property and requirements. Students needn't be troublesome tenants as long as you are upfront about costs, agreements and what is and isn't possible.

Undergraduates

It's important that you keep in mind that most students are young and renting for the first time, so they don't automatically assume what an older or more experienced tenant might. It is important that you make clear exactly what you can provide and exactly what the student's responsibilities are. Our landlords are expected to be firm but fair.

Students usually pay their rent with their student loan and occasionally by a part time job or other funding. Student landlords should be aware of this and note when loan payments are given to students (usually September, January and April). It may suit both yourself and your students to set up rent payment based around the student loan payment, however many students are equally happy to pay on a monthly basis.

Most undergraduate students will be looking for accommodation for approximately 9 months or 38 weeks, starting in September and finishing at the beginning of June. The break over the summer is a good opportunity for landlords to carry out repair works.

Postgraduates

Older students generally look for a quieter environment than undergraduates as they have higher work load. Some postgraduates are continuing without a break from education although more commonly they are coming back to education from a career. Many will have rented in the private sector before and know what to expect and what they want. Many postgraduate courses run throughout the year, for 12 months.

Section 2 – Letting Requirements

For many students moving into private accommodation, it will be their first experience of living independently away from home. It is expected that the properties we advertise are of an acceptable standard and provide a safe environment that is conducive to study.

In recent years we have seen changes occurring to the way that health and safety issues are dealt with. The Housing Act 2004 brought about a change from the housing fitness standard to the Housing Health and Safety Rating System (HHSRS), allowing for a wider range of health and safety hazards to be considered when assessing whether homes are safe to live in.

Published guidance for landlords is available to download at:
www.gov.uk/browse/housing

Although generally aimed at landlords letting self contained properties or Houses in Multiple Occupation (see later in this section) this information should, where possible, be applied even if you are renting a room in your own home.

Standards laid out by the government and environmental health service dictate that a home is decent if it meets the following criteria:

a) It meets the current statutory minimum standard for housing
Dwellings below this standard are those that have category 1 hazards present as defined in part 1 of the Housing Act 2004.

b) It is in a reasonable state of repair
Dwellings which fail to meet this criterion are those where one or more of the key building components are old and, because of their condition, need replacing or major repair.

c) It has reasonably modern facilities and services
Dwellings which fail to meet this criterion are those which lack three or more of the following:

- A reasonably modern kitchen (20 yrs old or less)
- A kitchen with adequate space and layout
- A reasonably modern bathroom (20 yrs old or less)
- An appropriately located bathroom and WC
- Adequate insulation against external noise (where external noise is a problem)
- Adequate size and layout of common areas for blocks of flats

Homes lacking two or less of the above is still classed as decent therefore it is not necessary to modernise kitchens and bathrooms if a home passes the remaining criteria.

d) it provides a reasonable degree of thermal comfort

This criterion requires dwellings to have both effective insulation and efficient heating. Please note that this section is in no way exhaustive. Legislation is liable to change over time and certain local boroughs expect varied standards in rented accommodation. The University expects any property let by landlords to satisfy such standards and to confirm to all current relevant safety legislation. In law it is always the landlord's responsibility to keep abreast of any such legislation.

Gas Safety (Installations and use) Regulations 1998

All gas appliances (including central heating systems, boilers, fires/heaters, cookers, etc) in any rented accommodation must be serviced annually by British Gas or a CORGI registered installer. This is a legal requirement as defined in the legislation above and it is an offence not to comply. Records of servicing and any remedial action taken to correct any defects found must be available for inspection by any tenant who may be affected by the use or operation of any appliance to which the record relates. A guide to your legal obligations, published by the Health and Safety Executive is enclosed. To find a registered installer near you please visit www.gassaferegister.co.uk and search by area.

The University of Westminster advises all students seeking accommodation to ask for evidence that appropriate checks have been completed, so please keep all relevant certificates.

The Accommodation Office requires any landlord wishing to advertise accommodation at the University of Westminster to supply a photocopy of relevant Gas Safety Certificate where there is gas in the property. We are unable to advertise accommodation if no certificate (where necessary) is supplied.

Electrical Safety

All electrical installations and appliances supplied by landlords must be regularly maintained and repaired where necessary by competent engineers.

A household of several students is likely to have much more electrical equipment than a family (each student tenant may have their own music system, computer, television, etc). It is the responsibility of the landlord to ensure that the wiring of the property is able to take the total power load.

Ideally you should carry out electrical safety checks annually, however this is not a legal requirement. If you currently get electrical safety tests done, the University would like a photocopy to be provided with the registration form.

Fire safety

As a landlord you will be responsible for making sure your property is fit and safe for habitation. With regards to fire safety, this means the dwelling should be free from fire hazards and containing adequate systems to prevent from and alert to fire.

Furniture and Furnishings Regulations

This requires that all furniture and furnishings (including sofas, armchairs, cushions, mattresses and pillows) in any rented accommodation must only be of material that passes rigorous ignitability tests. All furniture manufactured and sold since 1988 must be properly labelled such and we would advise that labels are left on any furniture purchased (the labels are usually unobtrusive and easily hidden). Any old or second-hand furniture or furnishings which do not meet the requirements should be replaced.

Smoke detectors, fire alarms and means of escape

Smoke detectors and/or fire alarms should be fitted and kept in working order in all properties. Adequate means of escape from fire should be provided and all fire exits must be kept clear.

Furniture

Please note that furnishings given here are for rooms occupied by a single student. If a room is to be shared, extra furniture and study facilities should be provided. A single student room should be furnished with the following:

- A bed with a mattress in good condition
- A chest of drawers or dressing table
- A wardrobe or built in cupboard with clothes rail fitted
- A desk or table
- An upright desk chair
- A bookcase or shelves
- An easy chair if no communal room is provided
- A table lamp and waste bin are recommended

Landlords are reminded of the requirements laid down in the Furniture and Furnishings (Fire Safety) Regulations 1988 as outlined earlier in this section.

Houses In Multiple Occupation

House in Multiple Occupation means a building or part of a building (e.g. a flat):

- 1) Which is occupied by more than one household and in which more than one household shares an amenity (or the building lacks an amenity) such as a bathroom, toilet or cooking facilities; or,
- 2) Which is occupied by more than one household and which is a converted building which does not entirely comprise self contained flats (whether or not there is also a sharing or lack of amenities); or
- 3) Which comprises entirely of converted self contained flats and the standard of conversion does not meet, at a minimum, that required by the 1991 Building Regulation and at least one third of the flats are occupied under short tenancies.

4) Which is 'occupied' by more than one household: as their only or main residence, or, as a refuge by persons escaping domestic violence, or, during term time by students, or, for some other purpose that is prescribed in regulations.

5) The households comprise: families (including single persons and co-habiting couples (whether or not of the opposite sex), or, Any other relationship that may be prescribed by regulations, such as domestic staff or fostering or carer arrangements.

How does this affect landlords?

Under the Housing Act 2004, a compulsory nationwide licensing scheme for HMOs of three or more storeys and five or more occupants along with tenancy deposit protection schemes have come into practise. Local authorities have discretionary powers to enforce licensing on smaller HMOs that may be below a satisfactory standard. Landlords must contact the appropriate local authority before commencing any letting of premises likely to be considered a HMO. The University of Westminster expects landlords letting HMOs within local authorities to register their properties.

For further information on licensing and other legislation in place please visit www.gov.uk/house-in-multiple-occupation-licence

Section 3 - Tenancy Types/Agreements

As the biggest demand for student accommodation is mid September/beginning of October, when the academic year begins, most students are likely to require an agreement for accommodation commencing at this time to be for a period of nine months, expiring in early June in the following year, when the academic year ends.

However, there are a growing number of students who do not study for the whole academic year. Many students are now on half year courses. Such students will require agreements for less than nine months. Please note this should not be viewed as a problem. There is no longer any minimum length for agreements.

You may wish to take advice from a solicitor on the type of agreement to give to your tenants. This section deals with the most common types of tenancies and agreements which landlords offer to students. You can obtain copies of tenancy agreements from law stationers such as the OYEZ Stationery Group, who have several offices in London (see under Legal stationery in the Yellow Pages) or visit www.oyez.co.uk Standard assured shorthold tenancies can also be obtained from stationers such as WH Smiths.

The 1988 Housing Act made fundamental changes to the law affecting landlords and tenants. Tenancies created on or after 15th January 1989, when the 1988 Housing Act came into force are likely to have very different qualities to those preceding this date. For the purpose of this booklet we will assume, as is most likely, that student tenancies began after 15th January 1989. This Act was then amended by the 1996 Housing Act.

Please ensure to take legal advice if you need to clarify any procedures, which you are unsure of.

Assured Shorthold Tenancies

This type of tenancy was created by the 1988 Housing Act and is the most common type offered to students who are not living with resident landlords. It has limited security after the end of a fixed term or after the initial six months of a periodic tenancy (a periodic tenancy is where there is no specified minimum fixed term, in this situation the default for the length of the tenancy automatically becomes six months).

There is no minimum length of tenancy and the tenancy does not need to be in writing. However, in practice, it is always advisable that the tenancy is a written one. Under the terms of the 1996 Housing Act if a tenant, who has not been given a written tenancy, issues a written notice on the landlord requiring a statement of the terms of the tenancy, the landlord must reply with the terms in writing within 28 days of receipt of the notice or be subject to a fine.

During the initial six months of any Assured Shorthold Tenancy, tenants can only be evicted for certain serious breaches of their tenancy (such as two months' rent arrears). However, courts must award possession of the accommodation to the landlord, providing that the landlord has given two months' written notice, which must end either:

- After the fixed term of the tenancy has expired, providing that the fixed term was for at least six months.
- After the initial six months of a periodic tenancy.
- Six months after the beginning of the original tenancy, if the fixed term is for less than six months

After a fixed term Assured Shorthold Tenancy has expired and the tenant(s) remains in the accommodation, the tenancy becomes a Statutory Periodic Assured Shorthold Tenancy under the same terms as the original agreement. If the landlord is to seek possession, they must then give the required two months notice expiring at the end of a rental period. Alternatively, the landlord and tenant can agree to a further contractual period.

Tenants leaving during the fixed term of an Assured Shorthold Tenancy

As mentioned previously, most students will require accommodation for the nine month academic year, running from mid September/beginning of October until early June in the following year. Landlords would therefore be advised to issue an Assured Shorthold tenancy with an initial nine month fixed term.

However, in some cases, student tenants may wish to leave their accommodation before the fixed term has come to an end (e.g. students leaving their course, suffering a breakdown in a relationship or relative's illness, etc).

If the agreement contains no optional break clause to be exercised by the tenant, the landlord may allow the tenant to surrender the tenancy by mutual agreement (e.g. by taking one month's notice).

If the landlord is not willing to end the tenancy but the tenant still leaves, the landlord may then take court action for outstanding rent to the end of the fixed term. However, a court is likely to expect that the landlord has actively tried to "mitigate their loss" and find a replacement tenant.

The original tenant would then be liable to be sued for rent until the replacement tenant takes up the accommodation (assuming that this is still before the end of the original fixed term), together with any costs incurred by the landlord in finding the replacement (e.g. advertising, agent's fees, etc).

Tenants With Resident Landlords

If a landlord lives in the same property as the accommodation which they are letting, other than purpose built blocks of flats, no Assured or Assured Shorthold tenancy can be created.

If a landlord shares living accommodation with their tenants, the tenants are classed as 'excluded occupiers' and have little security of tenure. The landlord does not need a court order when seeking possession of the accommodation. The landlord must still give "reasonable" notice, which is commonly defined as giving a period of notice equal to the length of the rental period (e.g. if a tenant pays rent monthly, one month's notice, preferably in writing, is sufficient).

If a landlord does not share living accommodations with their tenants (e.g. if the landlord is letting a self-contained flat or a bed-sitting room with its own cooking facilities and bathroom within the house in which the landlord normally lives) then the tenants will usually be classed as 'occupiers with basic protection'. The tenant has a certain amount of security of tenure, as the landlord must give a minimum 4 weeks "Notice to Quit", expiring at the end of a complete rental period. If a tenant remains in the accommodation after the notice has expired, the landlord must then commence court proceedings, for which the tenant has no defence, and obtain a court order for possession.

Licence Agreements

There is some legal debate concerning the definition of a "licence". A licence is simply permission from a landlord to occupy accommodation and licensees have very little security of tenure. A tenant has a legally binding right to occupy accommodation and to exclude other people from it.

In an attempt to avoid giving tenants their full legal rights, some landlords have tried to issue agreements which they have called licences. However, a licence cannot be created by simply calling an agreement a licence and, if the agreement fulfils the criteria of a tenancy, a tenancy will have been created. The tenant(s) will enjoy full tenant's rights, whatever the agreement has been called.

Broadly speaking, a licence will have been created if the person occupying the accommodation:

- 1) is a lodger in a landlord's own house or flat.
- 2) Does not have exclusive use of their room (i.e. the landlord or the landlord's agent has unrestricted access, for example to carry out daily cleaning or provide other substantial services).
- 3) is a relative of the landlord or is staying on an informal basis with a friend.

The procedure for a landlord to regain possession of the property is the same as for tenants with resident landlords (i.e. if living accommodation is shared with the landlord, "reasonable notice" should be given and no court order is required; if no living accommodation is shared, the landlord must give a minimum 4 weeks "Notice

to Quit" and then obtain a court order for possession, which the court must award in the landlord's favour).

Inventories

An inventory is very simply a listing of all the contents of a property and a record of the condition of each item - sometimes referred to by professionals as a schedule of condition.

Although not a legal requirement, it is strongly advisable to issue an inventory of the contents of any accommodation at the commencement of any letting as it can save potential disputes when your tenants move out. The inventory should be agreed and signed by both the landlord and the tenant(s), with any comments necessary, and copies should be kept by both landlord and tenant(s).

Ideally at the end of a tenancy, both the tenant(s) and landlord should together check for any discrepancies.

General

The majority of landlords letting self-contained properties to a single group of students for a fixed term of six months or longer would be advised to issue a joint Assured Shorthold Tenancy. All the tenants sign the agreement and are all jointly and severally liable to pay rent for the whole property.

Provided that the correct procedure is followed, landlords are guaranteed possession of their property once the fixed term of the tenancy has come to an end.

Properties in which several rooms are let on an individual basis and where the landlord is not resident are usually classified as "Houses in Multiple Occupation" (see page 11). As long as tenants have exclusive use of at least their own bedroom, it is advisable to issue individual Assured Shorthold Tenancies.

Whatever type of accommodation is being let, it is always best to have a written agreement. To avoid confusion and misunderstanding, even if you are simply letting a room in your own home, it is best to issue a basic agreement stating such things as:

- 1) The date the tenancy commences and, if it is for a fixed term, how long it is to last (e.g. from 1st September 2014 for a fixed term of nine months until 1st June 2015 inclusive).
- 2) The amount of rent payable (e.g. £95 per week).
- 3) When and how often rent is to be paid (e.g. to be paid monthly in advance on the 1st of every month).
- 4) The amount of notice required on either side to bring the agreement to an end (e.g. one month's notice to expire at the end of a complete rental period).
- 5) What is included in the rent (e.g. are bills for gas and electricity included, is there a key operated meter or are tenants expected to pay a share of bills)?

- 6) Any household rules you may have, for example rules on guests visiting and staying overnight or smoking in the property.

Agreements should always be signed and dated by the landlord or the landlord's agent and all tenants. Copies must be given to the tenants.

Section 4 - Rent and Deposits

Rent

If letting self-contained properties, it is usually most convenient for rent to be paid monthly in advance.

If rent is to be paid on the same date every month, it is advisable to explain to tenants that rent for a calendar month is not calculated at four times the weekly rent agreed, but that the weekly rent should be multiplied by 52 (i.e. the number of weeks in a year) and divided by 12 (i.e. the number of months in a year).

If a letting is for an individual room, especially where there is a resident landlord, rent is paid at weekly, fortnightly or monthly intervals.

The rental period should be agreed by the tenant and landlord in advance and included in any agreement issued.

Receipts should always be issued stating how much rent was paid, by whom, what period is covered, for what accommodation and signed and dated by the landlord or the landlord's agent. If rent is paid weekly, the tenant is legally entitled to a rent book.

It can be very easy to allow rent arrears to build up and we would advise that this is avoided wherever possible. If students are having financial problems, please refer them to the University's Counselling and Advice Service, where they can get practical help and advice on financial matters. They may also find that they are eligible for funds, in the form of grants or loans, from various sources.

When setting rent levels, it is worth remembering that most students are surviving on a very limited budget. If you would like to let your accommodation to students, be careful not to price yourself out of their range.

Rent Increases for Assured Shorthold Tenancies

In general, unless any written agreement contains a specific rent review clause, rent cannot be increased during a fixed term (e.g. 9 months) Assured Shorthold Tenancy. However, please note that, under an Assured Shorthold Tenancy a tenant can apply to the Rent Assessment Committee on a prescribed form to decide a new rent, which will be payable from the date of the application. A tenant can only use this procedure once and the amount decided by the Rent Assessment Committee will be the maximum rent that can be charged.

Once a fixed term tenancy has expired, a new fixed term can be agreed, including any new rent, or the tenancy becomes a statutory periodic tenancy, under the same terms as the original agreement and at the same rent.

Rent Increases by Resident Landlords

If you are a resident landlord your tenant has little protection against rent increases, however in practise it is advisable to treat these tenants as others. We would advise that there should be some form of written agreement that allows for re-negotiation of rent on an annual basis.

Deposits

It is common practice that landlords take a deposit at the commencement of any tenancy, which must be paid into one of three tenancy deposit schemes, listed at the end of this section.

Deposits are taken to secure a financial commitment from the tenant to prevent loss or damage arising from the tenant's negligence or breach of the tenancy agreement. In the event of any damage (but not fair wear and tear), unpaid rent at the end of a tenancy and other losses consequent of the actions of the tenant, part of or the full deposit may be withheld. Where such losses do not arise, the deposit should be returned to the tenant promptly and in full.

The deposit can include replacement of such items as:

- Broken or missing furniture, household items, fixtures or fittings (hence the need for an inventory at the beginning of any letting).
- Replacement keys or locks.
- Unpaid bills (it should be made clear in any agreement which bills are the responsibility of the tenant).
- Extra exceptional cleaning necessary by the landlord at the end of a tenancy before the accommodation is ready to re-let.

The amount of deposit varies and is dependent upon what you the landlord require. It is usual, however when letting a self-contained property, to expect one month's rent as a deposit. If you are a resident landlord you may want to be more flexible, but it is still advisable to request a deposit of at least two week's rent.

As with rent, a receipt should always be issued, clearly stating what it is to cover. You must also notify your tenant which deposit scheme you will be using within 30 days of taking the deposit.

If a landlord withholds a deposit, without just cause, at the end of a tenancy, the tenant is likely to seek recovery of the money through the chosen tenancy deposit scheme or small claims court. Therefore, if you feel justified in withholding part or all of a deposit, please ensure that you keep any necessary receipts (e.g. outstanding bills for utilities; replacement keys, locks, furniture, household items; repairs other than those which constitute fair wear and tear; exceptional cleaning etc).

Deposit Schemes

- www.depositprotection.com

- www.mydeposits.co.uk
- www.tds.gb.com

What is Deposit Protection and who does it apply to?

The tenancy Deposit Protection Scheme applies to all deposits for assured shorthold tenancies that started in England and Wales on or after 6th April 2007. By law, a landlord or agent who receives a deposit for such a tenancy must protect the deposit within 30 days of receipt of funds. The landlord or agent must also provide the tenant with prescribed information about where their deposit is being protected and how it will be managed. Prescribed information must include the contact details of the landlord and tenant, the rented property's address, the deposit amount and a leaflet from the chosen scheme.

What if the landlord does not comply?

If the landlord or agent does not comply with the law then the tenant (or the person who paid the deposit) can take the landlord or agent to court. The court can order the landlord or agent to protect the deposit or repay it to the tenant. The court can also order the landlord or agent to pay the tenant compensation of between one and three times the deposit's value. Furthermore, if a landlord or agent does not provide the tenant with the prescribed information as obliged under the law within 30 days then the landlord will lose his right to issue a section 21 notice, until the prescribed information has been given.

Section 5 - Repairs and Maintenance

It is worth ensuring that tenants are aware of who they are to report repairs to and what procedure is to be followed. This avoids frustration on behalf of the tenants and may avoid costly remedial work if repairs are not reported in time.

Landlord's Obligations

There are many laws dealing with housing disrepair, including the 1985 Landlord and Tenant Act and the 1990 Environmental Protection Act.

In addition to any repair obligations stated in tenancy agreements, a landlord must keep in repair and proper working order the following:

- 1) The structure and exterior of the dwelling and the building containing the dwelling (including drains, gutters and external pipes).
- 2) The installations for the supply of water, gas and electricity and sanitary installations (including basins, sinks, baths and WC's)
- 3) The installations for the supply of space heating (i.e. central heating, gas fires) and water heating.

In addition the landlord must ensure that their property is not "unfit for human habitation" or a likely to cause a "statutory nuisance" by reason of:

- Structural instability.
- Disrepair.
- Dampness prejudicial to the health of any occupants.
- Condensation dampness.
- Inadequate provision for heating, lighting, water supply, sanitation, ventilation and preparation of food.
- Old wiring.
- Infestations (mice, etc).
- Poor design.

If a landlord who has been notified of the need for repairs does not carry them out, all or any joint tenant may take action against the landlord for breach of contract. The usual result of court action for breach of contract is for the court to order the landlord to carry out the repairs and to award damages to the tenant. In serious cases of disrepair, the court may order the landlord to carry out the repairs before the case is given a full hearing in court.

A local authority may also serve notice enforcing any repairs it deems necessary. Failure to comply with the notice is a criminal offence. The local authority may complete the necessary works itself and recoup the costs from the landlord.

The Law states that repairs must be carried out by fit and proper persons, e.g. registered members of the appropriate body.

Information about repairs can be found on the following page on the GOV.UK website: www.gov.uk/renting-out-a-property

Tenant's Obligations

Tenants are under an obligation to use premises in a "tenant-like manner". That is to say, to keep the accommodation clean and to undertake any small jobs which a reasonable tenant would be expected to do (e.g. unblock sinks, change fuses, clean windows, take care to turn off water if going away for a period of time over winter etc).

In addition, tenants must not damage their accommodation wilfully or negligently and must ensure that any guests do not cause damage; if they do, it is the responsibility of the tenant to repair it.

However, apart from these things, if a property falls into disrepair through fair wear and tear or lapse of time, or for any reason not caused by the tenant, the tenant is not liable for the repair.

Obviously, a landlord cannot be expected to carry out repairs if they are unaware that there is a need to do so. A tenant is therefore expected to give their landlord adequate notice (preferably in writing, unless it is an emergency) of any repairs necessary. If the landlord does not complete the repairs within a reasonable time limit, the tenant is then able to contact the Environmental Health department of their local authority, who can take appropriate action.

One of the major causes of dispute between student tenants and their landlords is faulty heating systems during the winter months. It would be perfectly reasonable for tenants to expect repairs to heating to be carried out as a matter of urgency, in addition to any requirements under the Gas Safety (Installations and Use) Regulations 1998 (see Section 2).

In some cases, if a landlord has been given reasonable notice that repairs are needed, but they have not been completed, a tenant may decide to do the repairs themselves and deduct the cost from their rent.

General

It is only to be expected that accommodation will need maintenance and repair, especially older properties, of which the majority of rented accommodation in London consists. It is also worth remembering that a shared student flat or house will be subject to a considerable amount of general wear and tear.

Redecoration and major repairs should be undertaken between tenancies, but it is worth arranging an inspection of tenanted accommodation at regular intervals, such as every three months, in order to spot potential problems before they occur, thus saving time and costly remedial work.

Tenants are entitled to adequate notice of any intended visit by their landlord and we would recommend one weeks' written notice of the intention to inspect a property.

Section 6 - Council Tax

Full-time students are not normally liable for council tax and can obtain a letter from the relevant campus office within the University of Westminster confirming their status. Landlords have a legal duty to inform the Council Tax Department of the names of their tenants.

- **Students are not jointly and severally liable for Council Tax. This means that a student, who shares a dwelling with a non-student or a part-time student and provides a valid Council Tax Certificate to the Local Authority, should not be liable for any of the Council Tax due on the property.**
- **In self-contained properties where all the residents are full-time students, no Council Tax is due, either from the landlord or the student tenants.**
- **In Houses in Multiple Occupation (see section 2) the landlord is liable for the Council Tax not the tenants. If all the tenants of a HMO are full time students, the property will be exempt and no council tax will be charged.**
- **Where there is a resident landlord, the landlord is liable for the tax. As full-time students are "invisible" for Council Tax calculation purposes, letting rooms in your own home to full-time students has no effect on the Council Tax charged. Therefore, if a landlord is normally the only resident of the property and is in receipt of the 25% reduction on their Council Tax, this reduction will still apply when rooms are let to full-time students.**

Section 7 - Income Tax

Any arrangements for Income Tax payment are to be made direct between landlords and the Inland Revenue.

Non-Resident Landlords

If you are letting one or more self-contained properties, the Inland Revenue recommends consulting the relevant Tax Office or Tax Enquiry Centre local to the property being let (look under "Inland Revenue" in the local telephone book). Most offices are open to the public from 8.30 am to 5.00 pm Monday to Friday and some are also open outside these hours.

Resident Landlords

If you are letting furnished rooms in your own home, the Inland Revenue publishes a very useful leaflet called "Rooms to let - including Rent a Room scheme" (reference IR87). It is available, free of charge, by phoning Inland Revenue Public Order Line: 0845 9000 404 (local rate). You can also view the information on the following websites:

<https://www.gov.uk/rent-room-in-your-home/the-rent-a-room-scheme>

The leaflet shows how income from letting furnished rooms is treated for tax purposes. It explains expenses which can be claimed, capital allowances and capital gains tax. It also explains the rules of the "Rent a Room" scheme, which allows you to let furnished accommodation in your own home without having to pay tax on the rent you receive, as long as it is below a certain limit.

Section 8 - General Information

Local Authority and Housing Association Tenants

If you are a local authority or housing association tenant and would like to let a spare room in your flat or house, it is best to check with your own landlord (i.e. the local authority or housing association) before you take in any lodgers. Most local authorities and housing associations are happy to give advice to their tenants. They will be able to explain any possible difficulties that you may encounter, such as overcrowding, and any implications should you be in receipt of state benefits, such as income support and/or housing benefit.

Although local authorities and housing associations may be willing for you to take in a lodger while you are still living in your property, this is not the case if you sub-let your entire flat or house while you live elsewhere. By doing this you will almost certainly have broken the terms of your own tenancy and the local authority or housing association is likely to seek possession of your property through the courts.

As student tenants are likely to be made homeless as a result of sub-letting an entire property which is owned by a local authority or housing association, the Accommodation Office will not advertise any such self-contained accommodation without the express written permission of the landlord (i.e. the local authority or housing association).

Land Registry Checks

To ensure properties advertised through the University Accommodation Office are not being sublet, all properties may be subject to checking with the Land Registry office. If you have only recently become the owner of the property you wish to advertise you must make this clear on the registration form. For further information please view the Land Registry website: <http://www.landregistry.gov.uk/home>

Gas, Electricity and Water Utilities

Before commencing any letting, you should ensure that tenants realise which utilities they are responsible for paying and include this in any written agreement.

It is usual for tenants to pay bills for gas and electricity. Before new tenants move in, you should ensure that bills from the previous tenants have been paid. A reading can then be taken from the meter, verified by the new tenants, and they can arrange with the gas and electricity companies to commence payment once they have moved in.

As water rates are often paid at irregular intervals (e.g. on an annual or 4 month basis) which may not coincide with the letting period, landlords often arrange to pay these themselves and take this into account when calculating rent levels. Any arrangement for the payment of water rates should, similarly, be included in any written agreement.

You should always show new tenants where they are able to turn off water, gas and electricity supplies at source and ensure that they are aware of who to telephone in case of emergency.

Insurance

It is the landlord's responsibility to ensure adequate insurance cover for their property and any additional cover for contents provided by them. It is always advisable to inform the company through which the insurance is obtained that the property is to be rented to students.

Endsleigh Insurance offer contents insurance with a 10% discount to landlords registered with the University of Westminster. Landlords wishing to use this service you should contact Endsleigh directly on 020 7436 4451.

Student tenants are responsible for obtaining possessions insurance for their own belongings. Details for students requiring possessions cover can be obtained from Student Accommodation.

Section 9 - Advertising Your Accommodation At The University Of Westminster

If you would like to advertise your accommodation to students studying at the University of Westminster, you should complete an "Accommodation Registration Form" and return it, together with a valid Gas Safety Certificate if applicable (see Section 2 - "Gas Safety") to the appropriate office (details given at the beginning of this booklet). Please note that no offers of accommodation are taken over the telephone, unless a form has been completed and a separate form must be completed for each address offered.

We offer a free service to landlords and your name and telephone number, together with details of the accommodation offered, will be placed on lists, which are available to our students seeking accommodation. Students who are interested in the vacancy will contact you direct and any arrangements you make will be between the student(s) and yourself.

Details are usually kept on the lists for three weeks, after which time you will normally be contacted to see if you still have a vacancy. It would be helpful if you could let us know when accommodation has been taken, to avoid unnecessary telephone calls from potential tenants.

Our vacancies lists are also available on the University intranet. They can only be accessed by full-time, students of the University of Westminster.

In line with the University's Equal Opportunities Policy, the Accommodation Office expects offers of accommodation to be without consideration of gender, race, colour or national or ethnic origin. However, if a household is exclusively female, we are prepared to advertise accommodation as being available to female students only. Another acceptable preference, which we would be willing to state that when advertising accommodation, would be "non-smokers only".

We aim to provide a good service to our students and expect that the landlords we advertise are law abiding and their properties are in good condition. From time to time our office receives complaints regarding a landlord that the students have found through the University. If we receive a valid complaint, where possible we will contact landlords to get both sides of the story. If we feel this not appropriate we will write and advise that our service is no longer available and the landlord in question will be removed from our lists.

Student Housing Services reserve the right to exclude from our lists any landlords and/or properties we deem to be unsuitable for our students.

Every year the University Accommodation Office visits a number of properties from our lists to ensure that we are providing a decent standard of accommodation to our student population. While it is appreciated that many of our landlords have full time jobs, this is an integral part of our service delivery and we ask that landlords be co-operative and understanding of this.

Please be aware that you may be contacted to arrange a viewing of your property. Whilst it is in no way compulsory, the Accommodation Office regrets that landlords who do not respond to this request, or refuse to allow viewing of the property concerned, will not be able to access our service and will be removed from our lists. The Accommodation Office reserve the right to exclude from our lists any landlords and/or properties we deem to be unsuitable for our students without explanation.

It is always worth checking the identification of students seeking accommodation. The University of Westminster issues registration cards to all of its students and even new students, who have not yet been able to get a card, should be able to provide you with a copy of a letter confirming that they have a place on a course.

Although our busiest time is at the beginning of the academic year, in September and October, there is still demand for student accommodation throughout the year, so if you have vacancies at any time during the year we look forward to hearing from you.

Further links and useful reading

Below is a list of websites containing further information for landlords. If you have any suggestions for future publications, please email them to:

Landlords@westminster.ac.uk

<p><u>Landlord organisations and associations</u></p> <p>National Landlords association www.landlords.org.uk</p> <p>Residential Landlords Association www.rla.org.uk</p> <p>London Landlord accreditation scheme www.londonlandlords.org.uk</p> <p>Landlord Law www.landlordlaw.co.uk</p>	<p><u>Legislation and guidance</u></p> <p>Gov.uk www.gov.uk</p> <p>Health and Safety Executive www.hse.gov.uk/gas</p> <p>Housing Ombudsman www.ihos.org.uk</p> <p>Land Registry www.landregistry.gov.uk</p>
<p><u>Deposit Schemes</u></p> <p>The Deposit protection service www.depositprotection.com</p> <p>Tenancy Deposit Solutions www.mydeposits.co.uk</p> <p>The Dispute Service www.tds.gb.com</p>	<p><u>Landlord insurance</u></p> <p>Endsleigh www.endsleigh.co.uk</p> <p>Hamilton Fraser Insurance Solutions www.hfis.co.uk</p>
<p><u>Other useful sites</u></p> <p>Corgi gas, plumbing, electrical and ventilation services: www.trustcorgi.com</p> <p>Shelter: www.shelter.org.uk</p> <p>NICEIC(Electrical instillation and services) www.niceic.org.uk</p> <p>Residential Landlord www.residentiallandlord.co.uk</p> <p>Student Landlord www.studentlandlord.org.uk</p>	