

# Workshop 1: Tenants' Rights and Responsibilities

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## 1. Types of tenancy agreements

There are Private tenants and Social Housing tenants.

### Types of Social Housing Tenancies

1. **Assured tenancies with housing associations**  
Most housing association tenants are assured tenants. This is a life-long tenancy, which will only end if you leave or are evicted.
2. **Assured shorthold tenancies with housing associations**  
You are one if you have a starter tenancy, a fixed term tenancy, or occasionally, if you live in a hostel or supported housing. You will enjoy the same extent of rights as a private Assured Shorthold tenant.
3. **Demoted housing association tenancies**  
These are rare. It occurs by a downgrade imposed by the court for antisocial behavior, for example, if the property is used for illegal activities such as drug dealing.
4. **Secure housing association tenancies**  
Applies if your tenancy began before January 1989, barring a few exceptions
5. **Secure tenancies**  
When you are a tenant of the council, your tenancy will normally be secure.
6. **Non-secure tenancies**  
When you are a tenant of the council but one of a number of exceptions apply, the most common being: within your first year of a council tenancy, you will have a non-secure, introductory tenancy with less rights to defend possession proceedings; people in temporary accommodation placed under a homelessness application are also considered to be non-secure tenants.

### Types of Private Housing Tenancies

1. **Assured shorthold tenancies**  
Most private tenants are given assured shorthold tenancies, usually for 6 or 12 months. A tenant is considered an assured shorthold tenant, if he/she moved in after 1997.  
Your tenancy contract will often allow for an initial fixed term to the tenancy, followed by periodic terms.
2. **Assured tenancies**  
If your tenancy began before 1997, you may be an assured tenant unless your landlord has served you with certain papers before the start of the tenancy.
3. **Regulated tenancy**  
If you moved into your property before 1989, you are likely to be a regulated tenant. A regulated tenancy is a long-term tenancy with a private landlord. These are the only private tenants entitled to a fair rent (regulated by rent registry).
4. **Licences**  
If you are living in a hostel, supported accommodation, or you share facilities with your landlord or their family, you will usually not be a tenant. Licence holders possess fewer rights in the property – he merely has the right to occupy, can be asked at reasonable notice. An example of what might constitute a licence, is a landlord renting out a room in his/her house to a lodger. If an occupier is given a written licence but pays rent to live in a property with exclusive possession, not sharing it with any other lodgers or landlords then the license may in fact be a tenancy.

Shelter provides a questionnaire to find out what type of tenancy you have:

[http://england.shelter.org.uk/get\\_advice/downloads\\_and\\_tools/tenancy\\_checker](http://england.shelter.org.uk/get_advice/downloads_and_tools/tenancy_checker)

## 2. Regulation on increasing rent

### Social Housing

- Council and housing association rents usually increase in the month of April each year. From April 2016, most council and housing association rents will decrease by 1% each year until 2020.
- Your landlord is usually required to give you at least four weeks' notice in writing before implementing a rent increase. It is not a necessary obligation for the landlord to consult their tenant about proposed increases.
- To see your exact rights and obligations, check your tenancy agreement to see what it says about how the rent can be increased.

### Private housing

1. Rents can be increased by using a **rent review clause**, if there is one in your tenancy agreement. These may be held unfair if it states the landlord can increase your rent at any time by giving 14 days' notice. Unfair terms cannot be upheld in court in favor of the landlord, you may want to seek advice regarding a rent increase.
2. A **notice** can be served. You have a right to ask the First-tier tribunal (property chamber) to assess whether your new rent would be above market rent. If you are not successful, the rent increases takes effect without your agreement
3. You agree to pay an increased rent. Payment of the increase will be considered an agreement.

## 3. Tenants' rights

The starting point is will always your tenancy agreement. KEEP A COPY of your tenancy contract. Under the law, a tenant **has** the following rights

### 1. The right to improve your home

You must obtain written permission from either the council/landlord should you wish to make improvements to your home (replacing kitchen units, putting up a garden shed → most **repairs** must not be done by the tenant (repairs discussed in a separate workshop)

### 2. The right to remain in a Property

every tenant has the right to remain in the property until a court order has been received, or a bailiffs warrant was granted

### 3. The right not to be harassed

- It's a crime to harass or try to force your tenants out of a property without following correct procedures. Your tenants might have the right to claim damages through the court if you don't follow the rules.
- Harassment can be anything you do or don't do that makes tenants feel unsafe in their property or forces them to leave.
- Examples of harassment are:
  - Stopping services such as electricity
  - Withholding keys
  - Refusing to carry out repairs
  - Threats and physical violence
- Your landlord may be guilty of illegal eviction if he:
  1. Evicts the tenant without a court order
  2. Does not give tenants the correct amount of notice to leave the property
  3. Changes the locks
- More details on eviction will be given in a separate workshop

### 4. The right not to be discriminated against

- It is unlawful discrimination if your landlord treats you differently because of your:
  - Disability
  - Gender reassignment
  - Pregnancy and maternity
  - Race

- Religion/belief
- Sex
- Sexual orientation
- Procedure to take if you were discriminated against:
  - First, make an informal complaint to the landlord, describing the issue you were facing with
  - If the problem has not been resolved make a formal complaint
  - Often there is a complaints procedure in place which you will have to use  
→ local authorities + housing associations must have a complaints procedure. Estate agents also often have one.
  - If there is no complaints procedure, the complaint should be made in writing and sent by recorded delivery if possible.
- The complaint should contain:
  - Details of what happened
  - How the discrimination has affected you
  - What you want to happen as a result of the complaint
- Alternatively, you can make a court action, however this is a long and stressful process. If you lose in court you may have to pay the other side's legal costs.
- Specific examples of discrimination can be found on: <https://www.equalityadvisoryservice.com/app/help>
- More information on discrimination may be found at: <https://www.citizensadvice.org.uk/housing/discrimination-in-housing/>

## 5. Potential right for reasonable adjustment/adaptions

- As a tenant you may be able to ask your landlord to make reasonable adjustments under the Equality Act 2010, if you're disadvantaged by something when renting a property because you're disabled.
- Under the public sector Equality Duty, applicable to council tenants, there is a duty to promote equal opportunities for people with disabilities
- This means the council should take account of disabled people's impairments this can mean making reasonable adjustments or treating disabled people better than non-disabled people in order to meet their needs
- However, in some situations a landlord doesn't have to make adjustments
- These can be found here: [http://www.legislation.gov.uk/ukpga/2010/15/pdfs/ukpga\\_20100015\\_en.pdf](http://www.legislation.gov.uk/ukpga/2010/15/pdfs/ukpga_20100015_en.pdf), pp. 153 -157 (Schedule 4)

## 4. Landlord's responsibilities

Under the law, your landlord **has** to do or provide the following:

### 1. Check your right to rent

- Before you rent a home in England, a private landlord or letting agent has to check your immigration status and the status of any adult who's living with you. Failing to do this, or not doing it correctly, is a **criminal offence**.

### 2. Provide start of tenancy information

- When you start renting, the landlord has to give you:
  - An Energy Performance Certificate for your home
  - A gas safety certificate (if your home has appliances that run on gas)
  - A copy of the latest government guide: How to rent (for assured shorthold tenancies started or renewed on or after 01/10/2015)
  - Their name and address. If you've gone through a letting agent, you can ask them to provide your landlord's details. They can be fined if they don't get back to you within 21 days.

### 3. Carry out repairs

- Landlords are responsible for repairs to the exterior and structure of a property (e.g. problems with the roof, chimneys, walls, guttering and drains as well as heating, water supply and electrics)
- If your landlord needs access to the property in order to inspect and do repairs, they should give you reasonable notice before they turn up (unless it's an emergency). The notice period should be in your tenancy agreement but is normally 24 hours.
- Disrepairs will be discussed in the Wednesday's workshop.

#### 4. Comply with health and safety requirements

- Landlords must
  - Have a gas safety check done every 12 months – this must be done by a Gas Safe registered engineer
  - Make sure the furniture and electrical equipment they provide meets safety standards
  - Install a smoke alarm on each floor of your home
  - Install a carbon monoxide detector in any room with a coal fire or wood-burning stove (but if your landlord lives with you, this doesn't apply).

#### 5. Let you enjoy your home

- You're allowed to live in your home without any interference that isn't necessary.
- Your landlord (or anyone working for them) shouldn't harass you in your home, or make it difficult for you to stay there.
- Your landlord shouldn't let themselves in without your permission.

#### 6. Follow rules on rent and rent increases (discussed above)

#### 7. Protect your tenancy deposit (discussed below)

#### 8. Follow eviction rules (discussed in a separate workshop)

### 5. Landlord accessing your home

- Tenants have to allow the landlord, agent and appointed workmen or engineers access to the property when required. 24 hours' notice should be given (or the equivalent set out in your tenancy agreement) to you unless there is an emergency.
- If you refuse to give your landlord access following reasonable notice, they can apply to the court for a warrant to enter your home.

### 6. Subletting your home

- It is a criminal offence for social housing tenants to rent out the whole of their home to someone else.
- Your tenancy could be ended very easily and anyone living there evicted.
- Upon obtaining permission in writing, you may be able to sublet part of your home (such as a bedroom).
- The offences do not apply to you if your landlord is a local authority and you have an a demoted tenancy or a family intervention tenancy (for an introductory tenant it may not be an offence, but a ground for eviction)
- The offences do not apply to you if live in a shared ownership property where you buy part and rent part of your home. Nor do they apply if you have a family intervention tenancy.
- More information can be found at: <https://www.citizensadvice.org.uk/housing/renting-a-home/subletting-and-lodging/subletting/unlawful-subletting-of-social-housing-criminal-offences/>

### 7. Deposit protection scheme

- This is relevant for **private tenants**, who have paid a deposit for a tenancy signed after February 2007
- There are 3 tenancy deposit scheme providers.
  - The dispute service TDS
  - Deposit protection service DPS
  - Mydeposits (deposits previously held by Capita tenancy deposit service are now protected by Mydeposit)
- You should have a scheme in place.  
If you do not have such a scheme, you can apply to a county court, and you may do this at any time during the tenancy. Your landlord may have to protect your desposit and pay a fine.
- You do **not** have deposit protection scheme if:
  - You are a lodger or a regulated tenant
- Deductions your landlord **can** make:
  - Unpaid rent
  - Damage to the property, this includes a burn holes, damaged walls or curtains. **HOWEVER**, this does not apply for normal wear, such as worn carpets, minor scuffs on the walls, faded curtains.
  - Missing items
  - Unreasonable cleaning costs

- Unpaid bills (e.g. gas bill)
- Deductions that **cannot** be made:
  - Costs for re-letting the property
  - No deduction can be made for keeping a pet even if no pets were allowed. However, money can be deducted to cover damages caused by pets or removing smells.
- Getting your deposit back
  - Ask your landlord (via letter or email)
  - The deposit should be refunded within ~10 days
  - Ask tenancy deposit scheme to refund your deposit if landlord paid deposit into their scheme (takes between 5-10 days)
  - If deductions were made you can enquire about the reasoning
  - If you think the deduction was unreasonable you may resort to the Alternative Dispute Resolution Service provided by your deposit protection scheme, which is a free alternative compared to going to court

## **8. What can I do if I am unhappy with my tenancy agreement?**

- You might be able to negotiate with your landlord on some terms
  - for instance, if they have a 'no pets' rule, but you talk to them and they let you bring your hamster with you. However, it might be harder to negotiate with other core terms of the contract.
- If you're not happy – or are unsure about signing the tenancy agreement your landlord or letting agent gives you, you can seek advice.
- You can bring a copy of your tenancy agreement to a local Shelter advice centre or Citizens Advice Bureau to talk over the terms you're unhappy with. They can tell you whether these terms are unfair, and may be able to negotiate on your behalf with the landlord to get them changed.

## **9. Who can I contact for specific advice?**

- Free shelter's housing advice helpline 0808 800 4444.  
website: [shelter.org.uk/advice](http://shelter.org.uk/advice) OR  
[adviceguide.org.uk](http://adviceguide.org.uk)
- Haringey London
  - For housing advice 020 8489 1000
  - For repairs to temporary accommodation 020 8489 5611 or 0800 195 3404
  - For repairs to private rented accommodation 020 8489 1000
  - If you are a council tenant needing housing advice Homes for Haringey 020 8489 5611 or email [customerservices@homesforharingey.org](mailto:customerservices@homesforharingey.org)
- Civil Legal Advice helpline 0345 345 4 345
- You can also contact a housing solicitor, such as Hodge Jones & Allen LLP 0808 278 9228