

The below information is provided to help with your property search. You are also welcome to download our latest Moving On guide, which contains a property search check-list, and more details including where to look and when. The University website also contains information about tenancy agreements, living in the community, deposits and more. You can also contact the University Housing Office for advice using the contact details opposite.

[Moving On Guide.](#)
[Where to Look.](#)

Visit the Studentpad dedicated external website here for more valuable housing advice you can't afford to be without when choosing your future accommodation - [Student Housing Guide](#).

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1) Distance Selling Regulations

Students' right to cancel (The Consumer Protection (Distance Selling) Regulations 2000)

Important changes to distance selling Regulations

The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (SI 2013/3134) are now in force and have replaced The Consumer Protection (Distance Selling) Regulations 2000 (SI 2000/2334). The Consumer Contracts Regulations apply to all contracts entered into on, or after, 13 June 2014.

A licence or tenancy agreement is usually concluded once it has been signed, dated and any pre-conditions (such as paying a deposit) have been met. At the point when an agreement is concluded, it becomes legally binding. Whether concluded over distance (telephone, email, post) or if the Landlord and student meet to discuss the proposed letting before the agreement is concluded, providing the Landlord conforms to The Consumer Contracts Regulations 2013, the student has a right to cancel only as outlined in the agreement.

Before the student is bound by an off-premises (distance) contract, the Landlord must provide the student with the following information, and, if a right to cancel exists, must provide the student with a cancellation form and details of the cancellation policy and cancellation procedure.

- ✓ The Landlord's identity and address
- ✓ Price, including any fees and payment arrangements, postal charges etc.
- ✓ The conditions of the Student's right to cancel, the time limit and procedures for exercising that right
- ✓ How long the offer of accommodation remains valid
- ✓ The minimum duration of the contract
- ✓ Whether the landlord would provide substitute accommodation if the accommodation booked by the student becomes unavailable

Further information

The Office of Fair Trading has produced a guide to the legislation and this is available to view at

<http://www.legislation.gov.uk/ukxi/2013/3134/>

2) Accommodation Checklist

The Exterior

- The roof looks sound, there aren't any tiles missing.
- The gutters and pipes aren't broken, leaking or full of grass.
- The window frames aren't rotten.
- The windows aren't broken, cracked or draughty.

The Interior

- No signs of damp, e.g: dark patches, peeling wallpaper or flaking paint.
- Few signs of condensation such as mould on the walls.
- There aren't any signs of pests, like slug trails and mouse droppings.

Gas & Electricity

- The plugs don't get hot when switched on. Check there are plenty of sockets.
- The wiring doesn't look old, there aren't any frayed cables.
- The gas fire heats up properly and isn't heat stained (if it is it may be dangerous).
- Last serviced and have been shown the valid Gas Safety Certificate.
- The cooker works! Try it.

Plumbing

- There is hot water.
- The taps all work properly.
- The bath and basins aren't cracked and the toilet flushes properly.

Security

- The external doors are solid with five-bar mortice locks. Your insurance may insist on this.
- The internal bedroom doors all have locks.
- The windows all have locks.
- Does it have a burglar alarm? Use your bargaining powers to get one. It is in the agent's/landlord's interest as well as your own.
- Does it have a smoke detector?

Print out Check List:

[PDF Format](#)

[Word Document](#)

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3) Home Safety Issues

Gas Safety Certificates

From 1st April 2009, the law requires all agents/landlords to ensure all gas appliances in a property are safe and checked annually by a person registered with the Gas Safe Register and provide each tenant with a copy of the Gas Safety Certificate. If you are a new tenant, then you should be issued with a copy of the Gas Safety Certificate before you move in. Any gas safety record given to you after 1st April 2009 will only be valid if the engineer is registered with Gas Safe Register.



Click on the Gas Safe logo link for more info!

The Health & Safety Executive has a Gas Safety Advice line on

0800 300363

In the event of an emergency call

0800 111999

Electricity

Many agents/landlords may hold a NICEIC certificate which proves that the property has had an electrical check within the last five years. Although this is recommended, it is not a legal requirement.

Fire Safety - Furniture and Furnishings

On 1 January 1997 the final phase of the Furniture and Furnishings (Fire Safety) Regulations 1988 came into force. **"The regulations provide for all furniture manufactured after 1 January 1950 to be fire retardant and carry the proper labels"**. This means that furniture and furnishings supplied in let accommodation must comply with the fire and safety requirements in the Regulations. All residential premises including flats, bedsits and houses where furniture is supplied as part of the let are covered by these regulations. The type of furniture covered by the regulations are: any upholstered furniture including chairs, sofas, children's furniture, beds, head boards (if upholstered), mattresses, scatter cushions, seat pads, pillows and even garden furniture if it is upholstered and can be used in the dwelling. Carpets, curtains and duvets are not covered by the regulations.

Carbon Monoxide

If you have gas appliances in your house, Carbon Monoxide is a possible danger. It's invisible and odourless, but it can kill.

Watch out for...

- Gas flames that burn orange or yellow rather than blue.
- Sooty stains on or around your appliances.
- Solid fuels that burn slowly or go out.

Know the symptoms...

- Unexplained drowsiness.
- Giddiness when standing up.
- Headaches.
- Sickness and Diarrhoea.
- Chest pains.
- Unexplained stomach pains.

Carbon Monoxide? Be Alarmed! Campaign

In October 2008, the Carbon Monoxide Consumer Awareness Alliance launched a new national campaign aimed at cutting the number of deaths and injuries caused by Carbon Monoxide poisoning.

[Click here for more information on the Carbon Monoxide? Be Alarmed! Campaign](#)

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4) Household Costs

Bills

- Clarify what is included in your rent. For instance, some agents/landlords include water rates, others don't.
- If possible, ask the previous tenants the rough cost of gas, electricity and water.
- Take readings of the relevant meters as soon as you can once the last tenants have left.
- Change the bills to your name with the relevant suppliers from the time you move in...decide whether joint names will be put on the bills or if the responsibility will be divided.

Insurance

- Don't think of doing without it; the number of burglaries and thefts in student houses is rising! Your landlord's insurance will not cover your personal possessions.
- Shop around to find the right insurance package for your requirements.
- Make sure that you're covered over the vacations.

Council Tax

- Properties where all the occupants are full-time students will be exempt. You may be asked to produce a certificate giving evidence of your student status; this certificate can be obtained by visiting: <http://www.sussex.ac.uk/studentsystems/counciltax>
- If one or more of the occupants of your house is not a student the house becomes taxable so you must clarify whether you are expected to pay anything towards the cost.
- If you are unsure about your status with regard to Council Tax then seek advice from your Student Advice Centre.

TV Licence

www.tv-l.co.uk.

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5) Contracts

Contract

The protection you have largely depends on your status as an occupier. However, an Assured Short Hold Tenancy Agreement (England) or Short Assured Tenancy (Scotland) are the most common. These can be made for a specific period of time, for instance, one academic year, but they will not usually be made for a period of less than 6 months. Please note that if you are staying in Home Stay or with the owner of the property then you will not be a "Tenant" and should therefore not be required to sign a contract.

If you are sharing a house then you may be asked to sign a joint tenancy or a separate tenancy (i.e., just for your own room with shared use of the rent of the property). If you sign a joint tenancy then you will all be responsible for each other's debts and damages. If you have a separate agreement for your own room then if there are any discrepancies, the argument is between yourself and your landlord and will not normally involve your housemates (unless perhaps it relates to the common parts of the property).

Points to Note

- Rents must be agreed before the contract is signed since this is a binding agreement. Remember you can negotiate with the agent/landlord over rents, opt out clauses. If you are not happy with the agent's/landlord's suggestions.
- You cannot give notice during the period of the contract if there is no clause providing for this (generally known as a 'break clause') in your agreement. If you leave before the end of the fixed term then you (or your housemates) remain liable for the remaining rent. However, your landlord may sometimes be willing to allow you to end your tenancy early if you can find new tenants to take your place and provided you pay any referencing and other costs he may incur.
- Always try to get your contract checked; the Students Union Advice Centre/Accommodation Office or Citizen's Advice will be able to check your contract. Remember to get a copy of your contract!
- Landlords must comply with relevant legislation on Notice to Quit, possession notices and Termination of Tenancies. Notices to Quit (which cannot be used for assured shorthold tenancies) and section 8 notices must contain prescribed information and there are also strict rules about the content required for section 21 notices. A Landlord cannot simply evict a tenant without a Court Order and this will only be granted on certain grounds. *See your rights.*

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6) Your Rights

Your Agent/Landlord is responsible for...

- Keeping in repair the structure and exterior of the dwelling house, including drains, gutters and external pipes.
- Keeping in repair and proper working order the installations for the supply of water, gas and electricity and for sanitation (including basins, sinks, baths and sanitary conveniences and for heating rooms and heating water.
- Providing a rent book if statute so requires e.g., where the rent is paid weekly.
- Providing you with the agents/landlords full name and address.
- Providing you with a copy of the valid current Gas Safety Certificate (see Standards).
- Allowing you to "peacefully enjoy" your accommodation (unless there is an emergency).
- Agents/Landlords have the right to enter the property at reasonable times to carry out the repairs for which they are responsible and to inspect the condition and the state of repair of the property. They must give at least 24 hours notice in writing of an inspection. It would be helpful to set out the arrangements for access and procedures for getting repairs done in the tenancy agreement.
- Providing you with an Energy Performance Certificate (EPC).

You are responsible for...

- Acting in a "Tenant-like manner". This means you should perform the smaller tasks around the house such as mending the electric light when a fuse blows; unblocking the sink when clogged with waste and cleaning the windows when necessary.
- Not damaging the house, if you do then you and your guests are responsible for the repairs.
- Refuse collection! Remember to find out the collection day from your local council. Put the wheelie bin out - and bring it back in again, it's illegal to leave it on the street.
- Securing the property when you go away; lock all the doors and windows!
- Being reasonable about noise and parties; weekends are better and let your neighbours know in advance.

- Reporting all repairs needed to the agent/landlord (preferably in writing). The landlord's/agent's responsibility to repair begins only when they are aware of the problem. If the fault is not corrected within a reasonable period of time (dependant upon the nature of the disrepair) then seek advice from the Students Union Advice Centre/ Accommodation Office or Citizen's Advice.

Harassment and Unlawful Eviction

If your agent/landlord wants you to leave your house then a legal process must be complied with before you can be evicted. This will include a written notice and applying to the Court for a possession order. If you are evicted without the agent/landlord following the correct procedure then the agent/landlord is committing a criminal offence. In addition, if the agent/landlord (or someone acting on their behalf) interferes with your peace or comfort either with unannounced visits, by not fulfilling his/her responsibilities for basic repairs (as listed above), disconnecting utility supplies and so on, then this may amount to harassment which is a criminal offence.

If you are in danger of eviction or suffering from harassment by your agent/landlord then contact the Student Union Advice Centre, your local Council's Housing Advice Team, or your Council's Anti-Social Behaviour Team. Citizen's Advice also produce a booklet entitled "Protection Against Harassment and Unlawful Eviction".

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7) Safety Advice

We would always recommend viewing a property in person, rather than relying on the information on the web. You will need to check that the landlord and the property are bona fide. We would never recommend transferring any monies to anyone before doing so in person. For your own personal safety, it is always advisable for you to view a property accompanied and try to arrange the appointment at a reasonable hour. However, there are advantages to viewing it after dark so that you can get an idea of how you will feel when walking home at night. It is important that you contact your University advice centre if you feel that you were in any way subjected to sexism or harassment during the appointment.

Security:

Here are a few pointers in checking the security of the property.

- Is the property in a 'good' area?
- Is the property set back from the road? Is the street lighting sufficient?
- Are the front and rear doors solid?
- Have the doors got five lever mortice locks?
- Is there a chain on the door? If not, can the agent/landlord fit one?
- Are the curtains of your room see-through? Insist on thicker ones if they are.

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8) Tenancy Deposit Law

Deposits

You will normally be required to pay a deposit to the agent/landlord as security in case you damage the property or furnishings. It can also be used to cover unpaid bills, rent or missing items. Most agents/landlords will ask for a sum equivalent to four weeks' or a calendar month's rent but the maximum an agent/landlord can charge by law is a sixth of the annual rent payable in England and Wales and two months rent in Scotland. In order to ensure that you get your deposit back:

- Ensure that you have a written statement from the landlord explaining what is covered by the deposit (this will normally be covered by a clause in the tenancy agreement). If the landlord gives a verbal explanation, write to him/her to confirm the details.
- Ensure that you have a receipt for monies paid.
- Ensure that you have a full inventory of furniture. Get the agent/landlord to sign it. You may wish to take photographs.
- Take reasonable care of the house and furniture during the tenancy.
- Towards the end of your tenancy write to the agent/landlord inviting him/her to inspect the property.
- Settle all the bills.
- When you leave return all the keys to the agent/landlord and make a written request for the return of your deposit. **Keep a copy of the letter.**

Tenancy Deposit Scheme

From April 2007, deposits paid by tenants who have assured shorthold tenancy agreements will be safeguarded by a government sponsored scheme, who will facilitate the resolution of any disputes that arise in connection with such deposits.

There are two types of scheme:

1. Custodial Scheme - a tenant pays the deposit to the landlord who in turn places it into a designated scheme account. When the scheme administrator returns the deposit to either the tenant or the landlord it is done so with interest at a rate specified by the Government. If they are not in agreement, a final court order will have to be obtained specifying the proportion of the deposit to which each is entitled.
2. Insurance based schemes - a tenant pays the deposit to the landlord who only transfers it into a designated scheme if there is a dispute at the end of the agreement. When the landlord and tenant reach agreement or a court decides how much each party is entitled the administrator will distribute the deposit accordingly.

If an agent/landlord fails to pay the deposit to the scheme then a scheme will have adequate insurance cover to compensate the tenant in the event they are owed monies.

Within 30 days of receiving your deposit your agent/landlord must give you the relevant information regarding the scheme safeguarding your deposit. You should always check that the scheme has received your deposit.

Deposit schemes

In England and Wales your deposit can be registered with:

- [Deposit Protection Service \(Custodial and Insured\)](#)
 - [MyDeposits](#) - including deposits that were held by Capita
 - [Tenancy Deposit Scheme](#)
-

More information can be found [here](#)

Retainers

These are paid to the agent/landlord by prospective tenants. The retainer period forms part of the contract (typically July to August) when the student is unlikely to want to occupy and the agent/landlord may wish to carry out certain maintenance works to the property. The normal retainer payment is 50% of the per calendar month rent.

Points to Note: England and Wales only

You usually have to pay a deposit if you want to rent somewhere, but as you probably know, it's not always easy to get it back when you leave. At the moment, the only way to try and get a deposit back if you have a disagreement with your agent/landlord is to go to court. But this can be costly, time-consuming and there is no guarantee that you'll get anything back at all. However, from 6 April 2007, your agent/landlord will have to use a new tenancy deposit protection scheme if they want to take a deposit from you. This means that:

- you will get your deposit back if you're entitled to it.
- there will be a way of settling any disagreement about your deposit without going to court.

What if my agent/landlord does not protect my deposit?

If your agent/landlord doesn't protect your deposit, or refuses to tell you which scheme they are using, you can take them to court. The court may either order your agent/landlord to pay you back the deposit or to pay it into one of the schemes available. It may also order your agent/landlord to pay you between 1 to 3 times the amount of the deposit as a fine.

What if I paid a deposit before April 2007?

Unfortunately, agent/landlord don't have to use a tenancy deposit protection scheme if you paid your deposit to them before 6 April 2007. If you have a disagreement with them about returning your deposit, try to come to an agreement. If that doesn't work, you may have to take legal action. But remember, before you take your agent/landlord to court, you should get some expert advice.

If you'd like to find out more about the new Tenancy Deposit Law, [Click here](#)

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9) Tackling Illegal Immigration In Privately Rented Accommodation

The Immigration Act 2014 introduced a requirement for landlords of private rental accommodation to conduct checks to establish that new tenants have the right to rent in the UK. Landlords who rent to illegal migrants without conducting these checks will be liable for a civil penalty.

The government wants to ensure tenants in private rented housing are not living in the UK illegally and is already working with councils to tackle rogue landlords who exploit migrant by housing them in "beds in sheds" and illegally overcrowded accommodation.

These checks will start in one location in the UK in autumn 2014, the area will be announced by the Government. The requirements will then apply more widely from 2015.

The government is focussing on making this work for the housing market and minimising regulation. The checks will be very simple, and in most cases landlords will be able to conduct them without contacting the Home Office.

Private landlords will be required to make simple checks on new tenants to ensure that they are entitled to be in this country. The checks will be straightforward and quick for law-abiding landlords and tenants to comply with.

Key Facts

- The requirements will not apply to pre-existing tenancies. Landlords will only have to conduct checks on new tenancy agreements from the implementation date.
- The checks will apply to all adults over the age of 18 living at the property.
- When the checks are mandatory in 2015 there will be resources provided such as draft Codes of Practice, guidance and online resources, including an aid to help landlords and tenants identify whether they are affected and, if so, how to conduct a check.
- The government will also provide a set of services to help landlords to conduct checks such as online guidance and a telephone helpline (local rate) providing general information, and a case-checking service for more complex cases.
- The government are focused on caring for the vulnerable:
 - They are making it easy for homeless and vulnerable people to prove their entitlement through simple documentary requirements for the right to rent check
 - They are exempting those parts of the housing market where further regulation is least appropriate from this obligation, including homelessness hostels, refuges and student accommodation including all halls of residence, any accommodation provided for students directly by a higher educational institution (HEI), and residency agreements in private residential properties where the student has been nominated to occupy the property by a HEI
 - They are excluding all tenants housed by local authorities under a statutory duty from the scheme.
- The focus is on making it work for the housing market and minimising regulation. If a landlord has not had an answer from the Home Office within two working days, they can go ahead and rent without risk of incurring a penalty (Check latest timing on website).
- Failure to comply could result in a civil penalty up to a maximum £3000.
- It is important to check the latest timescales and requirements directly.

Guidance and an online tool is available on www.gov.uk which landlords can use to see if the 'right to rent' checks have launched in their area and what they need to do to prepare for December 1. A helpline (0300 069 9799) is also available.

For full information visit:

[Factsheet Landlords Aug 14.pdf](#)

10) Energy Performance Certificate (EPC)

What is an EPC?

The Energy Performance Certificate (EPC) gives home owners, tenants and buyers information on the energy efficiency of their property. It gives the building a standard energy and carbon emission efficiency grade from 'A' to 'G', where 'A' is the most efficient and with the average to date being D.

In addition to the rating for your buildings current energy performance, part of the EPC report will list the potential rating that the building could achieve (using the same 'A' to 'G' scale), if the recommendations that are provided within the report were to be made. It is not mandatory for anyone to act on the report's recommendations. However, doing so may cut your energy bills and reduce your carbon emissions.

Who needs an EPC?

As a tenant moving into a property, or as a buyer looking to purchase, it is the legal requirement of the existing owner to provide you with a full Energy Performance Certificate, free of charge. This law comes into effect after 1st October 2008.

Agents/Landlords and owners are only required to produce an EPC for a property that is self-contained and the certificate is then valid for 10 years. However, an EPC isn't required when a tenant rents a room and shares facilities.

A group of friends rent a property and there is a single contract between the agent/landlord and the group as the contract is for the rental of a whole dwelling. An EPC is required for the whole dwelling.

For further information, please visit the government EPC website [here](#).

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11) Inventory

What is an inventory?

It is not uncommon for tenants not to receive a copy of inventory from their landlords when first moving into their new house.

An inventory can be extremely useful evidence of the condition of the property when you first move in. It provides a full inspection of the property's contents and their condition.

If you aren't supplied with an inventory by your Landlord or Letting Agent, don't hesitate to ask for one. If you still don't receive one, provide them with your own. You do this by making a list of the contents room by room and then take photos or use video evidence to record the property contents and condition as back up.

The Agent/Landlord and tenant(s) should both sign the Inventory and initial every page to indicate that you agree to the condition of the property contents and condition.

If at all possible, the final inventory check should be done on move out day and checked against the original inventory. This should ensure that there aren't any disputes about the extent of any damage, should there be some, as the landlord may need to take monies out of the deposit to pay for these.

Note that landlords will often use specialist inventory companies to do this work.

When compiling an inventory it is essential that you...

- Describe the condition of every item within the property.
- Back it up with photographic/video evidence.
- Take a note of the gas and electric meter readings.
- Get the agent/landlord to agree to and sign the inventory.
- Keep a safe copy of the signed inventory to check against when moving out.

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12) Houses in Multiple Occupation (HMO)

Houses in Multiple Occupation (HMO)

The Housing Act 2004, which was introduced in April 2006 in England and Wales, was created with the intention of providing a fairer and better housing market for those renting properties.

The act provides special rules for Houses in Multiple Occupation (HMOs) which are essentially properties where people who are not family members share accommodation or live in the same building, as these types of property are considered to be higher risk. The main elements of the legislation are as follows;

a) Licensing of houses in multiple occupation

A house with three or more stories, occupied by 5 or more people who form 2 or more households (a household being defined as persons belonging to the same family) is classified as an HMO in England and Wales and subject to licensing. The licensing is intended to improve standards in properties where it was felt tenants were at highest risk. Any building, which is occupied by students but managed or controlled by a Higher Education Institution, is deemed not to be an HMO for licensing purposes. Local authorities have at their discretion, but subject to approval from national government, the power to designate other sizes of properties as HMO's, which are subject to licensing.

More information can be found [here](#)

b) Housing Health and Safety Rating System (HHSRS)

This is a new system, replacing the "fitness standard for houses" and decides whether a house is healthy and safe. Local council staff will randomly inspect properties and assess the likelihood of injury or ill health calculated via 29 hazards. If you are unhappy about the condition of your property you can request your Local Authority Environmental Health Dept to carry out an inspection for you. If they find any 'category 1' hazards they will contact your landlord and require him to bring the property up to standard.

More information can be found [here](#)

In Scotland the Licensing Order makes it mandatory from October 2000 for all HMOs to be licensed. To be classified as a licensable HMO the accommodation must be the only or principle residence of a specified number of people who are not members either of the same family or one or other of two families. The specified number started on 1st October 2000 at six or more and is reducing annually until it reaches its minimum level, i.e. three or more. Students in accommodation that is an HMO in term time are treated as being solely or principally resident there in order to calculate the number of occupiers of an HMO.

Additional HMO licensing in Brighton & Hove

Licensing for smaller Houses in Multiple Occupation (HMOs) in five wards

Following extensive consultation Housing Committee has agreed to the introduction of additional HMO licensing.

Additional licensing has applied in the following five wards in Brighton & Hove since 5 November 2012

- Hanover and Elm Grove
- Moulsecomb and Bevendean
- St Peter's and North Laine
- Hollingdean and Stanmer
- Queen's Park

If you are unsure if an HMO is in one of these wards go to our [our maps](#) and enter the address or postcode of the house. Click on local information and then select 'What's my ward?'

The additional licensing scheme came into operation on 5 November 2012, and unless the scheme is ended beforehand, lasts for a period of five years. It applies to smaller houses in multiple occupation, consisting of two or more storeys, with three or more occupiers from two or more households sharing facilities.



[Carbon Monoxide Kills](#)



[Citizen Advice Bureau Housing guide for England](#)

[Communities and Local Government - Housing](#)

[Communities and Local Government - Housing](#)