



Department for
Communities and
Local Government

Draft Tenants' Charter

Guidance note for discussion

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A Tenants' Charter

This charter aims to help more than nine million people who live in the private rented sector in England have a better understanding of what they can expect and, if something goes wrong, where to go for help. If you are a tenant in the social sector, advice is available on the government's website for local authority tenants at: www.gov.uk/council-housing and for housing association tenants at: www.gov.uk/housing-association-homes. If you are planning to rent in London then if you choose a landlord or agent who has signed the London Rental Standard you will be guaranteed a minimum level of service.

This guidance is not exhaustive and you should always seek advice on any specific situation that arises. But it does set out the basics that all private sector tenants in England should consider before and during their time in a rented home.

You should note that the guidance in the Charter only relates to the normal tenancy type in England, known as an Assured Shorthold Tenancy (or "AST"), and is aimed at tenants renting from private landlords. If you have a private landlord, you are likely to be an assured shorthold tenant if:

- your tenancy began on or after 28 February 1997
- your house or flat is let as separate accommodation and is your only or main home.

If you are unsure about what type of tenancy you have, you can find further detailed guidance at: www.gov.uk/private-renting-tenancy-agreements/tenancy-types

What you can expect

Questions to ask before you agree to rent a property

Before renting a property, you should check that the landlord is aware of and obeying the law.

The following key questions will give a good indication:

- **Ask to see the gas safety certificate.** If there are gas appliances in the property, a landlord has to have an annual gas safety check carried out by a Gas Safe registered engineer.
- **Ask the landlord whether there is a record of any electrical inspections.** There is no legal requirement to have an electrical safety certificate but the landlord does have a duty to keep electrical installations in proper working order and to ensure that any electrical equipment supplied with the property is safe.
- **Ask to see the Energy Performance Certificate (EPC).** Every rented property must have an up to date Energy Performance Certificate which will provide a rating of the property's energy efficiency. It should be available on request.

- **If your landlord is asking for a tenancy deposit, then check where your deposit will be protected.** Landlords are required to protect the tenancy deposit in a government approved scheme.

You should also visit the property before renting and make a few basic checks:

- **Outside.** Is the building generally in good repair? Landlords are required to maintain the exterior of the building, including external pipes, drains and guttering. If there is a garden, then agree who will be responsible for looking after the garden, and what will be required.
- **Inside.** Do the light switches work? Does water come out of the taps when you turn them on? Is the heating adequate? Landlords are not required to have formal inspections of the electricity or water supply. But they are supposed to maintain them all to a reasonable standard. Is the property being let furnished, partly furnished or unfurnished and exactly what appliances and furniture will be included?
- **Security.** Do all the doors and windows open and close properly? Are they secured with effective locks? Have smoke detectors and carbon monoxide detectors been installed, and are they working? It is a legal requirement for there to be a smoke detector in Houses in Multiple Occupation and it is regarded as best practice for all private rented accommodation - they are a low-cost measure that could make a real difference to your safety.

If you are, or are considering, renting a property through an agent, you should be aware that:

- **Letting and property management agents should be transparent about their fees.** This means that they must tell you what **all** their fees are upfront and before you have committed to anything including visiting a property. If in doubt ask what charges and fees you will be liable to so you know what you will have to pay should you decide to rent the property.
- **Agents will shortly have to be members of a redress scheme.** Government is making it compulsory for all letting and property management agents to be a member of a Government approved redress scheme. This means that if you are unhappy with the way that the agent has dealt with your complaint you can complain directly to the agent's redress scheme and if your complaint is upheld you could receive compensation.
- **All agents who belong to SAFE agent** have client money protection. This means that your money will be protected if the agent goes out of business, so look for the SAFE kitemark.

If you are, or are considering, renting a property through a landlord:

- **Look for landlords who belong to an accreditation scheme.** Accredited landlords will have signed up to meet certain standards and will offer good quality

and well managed accommodation. Your local council can advise you about accreditation schemes operating in your area.

Many landlords and letting agents will want to check the identity, credit status and/or seek references for prospective tenants. So it is a good idea to have your identification documentation and references ready when you start looking for a home to rent. Landlords or their agents may also need to check that you have the right to be in the country before agreeing to rent you a home. If you are in any doubt about this, or need to know which documents you might be asked for, then you can contact the Home Office.

Once you have decided to rent a property, there are a few further things you should do as you start the tenancy:

- **Make sure you have a written tenancy agreement.** You don't need a written tenancy agreement in order for the tenancy to be valid, except for fixed-term tenancies of more than 3 years. However, it's the best way to be sure that both you and your landlord will be clear from the start on matters such as how long the tenancy is for and arrangements for paying the rent. You can compare your tenancy agreement with the **model tenancy agreement** to understand which clauses in your agreement are in every agreement, which are optional but standard and which are unique to your agreement. Many landlords and letting agents will use their own standard terms in the tenancy agreements they offer. The Unfair Terms in Consumer Contracts Regulations 1999 will usually apply to standard terms in tenancy agreements and this means that the terms must be fair and transparent. The Office of Fair Trading has published guidance on unfair terms in tenancy agreements; <http://www.offt.gov.uk/about-the-offt/legal-powers/legal/unfair-terms/guidance> **Make sure you have read and understood the agreement before you sign (you can seek advice from the Citizens' Advice Bureaux or Shelter if you are not sure about something).**
- **If you have not been given a written tenancy agreement** You have a legal right to ask your landlord for a written statement of the main terms of the tenancy which the landlord must provide within 28 days of receiving your request. This request must be made in writing and the terms you can ask for are the date the tenancy began, the amount of rent payable and the dates on which it should be paid, any rent review arrangements and the length of any fixed term that has been agreed.
- **Consider the length of the tenancy.** Most tenancies have an initial fixed term which you should agree with your landlord. If you want a family friendly tenancy then so long as your landlord agrees, this fixed term could be for a number of years – the model tenancy agreement includes standard clauses for family friendly tenancies. Remember that if you agree to a long fixed term without a break clause, you are committed to staying for that length of time unless you can negotiate with your landlord to end the tenancy early. If you leave early without the agreement of your landlord you are likely to be liable to paying rent for the remainder of the fixed term. Just because the fixed term ends, doesn't mean that you will have to leave. If you pay your rent on time most landlords will want to continue your tenancy, and most tenancy agreements will continue automatically on a rolling basis (known as a periodic tenancy) once the fixed term expires.

- **Consider whether the tenancy meets your needs.** For example, some landlords do not accept tenants with children or pets.
- **Agree an inventory (or check-in report) with your landlord.** An inventory records the condition of the property (including its cleanliness) and its contents before you move in. It will make things easier if there is a dispute about the deposit at the end of the tenancy. **Try to be present when the inventory is taken so that you can be sure that you agree with what it says.** Make sure it is sufficiently detailed and consider taking photographs of any features that you think could be disputed at a later stage (for instance existing damage to the walls, floor coverings, furniture etc).
- **Agree who will be responsible for utilities (such as electricity, gas and water) and council tax.** Normally, these will be your responsibility, and you will need to agree arrangements with the landlord for having them transferred into your name and (where relevant) for the meters to be read.
- **Make sure you know the basics about the property** such as how to operate the boiler, where the manuals for any appliances that come with the property are. Make sure that you know the location of the stop tap, fuse box and the electric, gas and if appropriate water meters.
- **Make sure you have the correct contact details.** Landlords are required by law to provide contact details to a tenant who makes a written request either to the landlord's agent or to the person who receives the rent. It is important that you can contact your landlord or their agent throughout the tenancy so do make sure that you have your landlord's address and two contact telephone numbers (mobile and landline) as well as an email address.

What you should expect during the tenancy

Both you and your landlord have some responsibilities during the tenancy the main ones are outlined below. If you want to know more about the rights and responsibilities of managing a property then further detail will be available shortly in the code of practice for management of residential property.

Landlords should:

- **Provide a rent book** if you pay rent on a weekly basis.
- **Protect the tenancy deposit.** If there is a tenancy deposit, then the landlord is legally required to protect your deposit within 30 days of receiving it. Within the same 30 days they must also provide you with information that confirms which government authorised scheme your deposit has been protected with. You should keep this information in case you need it at the end of the tenancy.
- **Maintain the property.** The landlord is required to keep the structure and exterior of the property, all services (water, electricity, gas) and any appliances and furniture that they have provided in working order.

- **Carry out repairs.** You should always report damage or if something is not working to the landlord (or their agent). They should then make arrangements to make repairs that should be carried out within a reasonable time. You need to be realistic about how quickly this will take place. Some things (for instance, a gas leak) are urgent and should be dealt with very quickly. Others (a broken drawer) might be less urgent and take longer.
- **Arrange an annual gas safety check.** Your landlord is required to arrange for all gas appliances to be checked every year. You should be able to see a certificate from a Gas Safe engineer which shows a check has been done.
- **Give reasonable notice of any necessary visits.** The law entitles you to enjoy your home in privacy. This means that the landlord cannot just walk in whenever they like. But in order to comply with his or her repairing obligations the landlord may need to visit in order to carry out any necessary inspections and repairs. If so, the landlord should contact you to give reasonable notice and arrange a suitable time. The minimum notice required by law is 24 hours' notice in writing to enter the property at reasonable times of the day.
- **License the property if required to.** In some cases, particularly shared housing, the landlord may be required to obtain a licence from the local authority. This is your landlord's responsibility, not yours, but it may have health and safety implications if a landlord has not obtained a licence for a property that should have one. If you are concerned that your home is not licensed when it should be, contact your local authority.

You, **the tenant**, should:

- **Pay the rent on time,** even where you think the landlord is not keeping to the tenancy agreement. You will be in breach of your tenancy agreement if you do not and that might lead to you losing your home.
- **Look after the property.** You have an obligation to use the property in a responsible way. However, you should not attempt repairs or decorations without permission from your landlord unless your tenancy agreement permits you to. It is therefore important to check your tenancy agreement carefully before making any alterations to the property.
- **Not be a nuisance to your neighbours.** Your landlord could evict you for anti-social behaviour if you create problems like excessive noise or mess. In serious cases, other parties such as the police or local authority could also apply to the courts to have you excluded from your property.
- **Not take in a lodger or sub-let without permission.** Some landlords will be happy for you to take in a lodger, or to sub-let all or part of the property to someone else if you are not going to be there. This should be set out in your tenancy agreement, but if you are in any doubt you should check with your landlord. In future, you may be required to check that people you want to take in as lodgers or sub-tenants have the right to be in the country.

Ending the tenancy

Most tenancies end because the tenant wants to move. But, regardless of whether you want to move on or your landlord needs to regain their property, there are things that both of you must do at the end of the tenancy:

- **Notice.** Your tenancy agreement should include what notice you must provide if you want to leave the property. If you want to leave before the initial fixed period is complete or without notice, you may have to pay rent to the landlord for the remainder of the fixed term or during the relevant notice period. If the landlord wants you to leave, he is normally required to give you two months notice.
- **Return of deposit.** Your landlord should arrange to inspect the property to check whether any of the tenancy deposit should be deducted to cover damage or cleaning costs (a “check-out inventory”). Make sure that the property is tidy and clean and try to be present during the inspection so that you can agree or explain any damage. In assessing the condition of the property, allowances must be made for fair wear and tear. The deposit should be protected by one of the government approved tenancy deposit schemes who all offer a free dispute resolution service. So it will not be possible for the landlord to simply keep the deposit without your agreement and you should be provided with a list of deductions, if any, and the reasons for them.
- **Rent.** Make sure that your rent payments are up to date. Your deposit will be handled separately so do not hold back all or part of the rent in the expectation that it will be taken out of the deposit. Doing this may also affect your references.
- **Bills.** Do not leave bills unpaid when you leave. You will still be expected to pay back any money owed and it might have an impact on your references and credit rating.
- **Keys.** Make sure you return all the keys. The landlord may charge for any missing keys.
- **Remove all your possessions and give a forwarding address.** The landlord will be entitled to dispose of any of your possessions left in the property after, typically, 14 days. Leaving a forwarding address will help if you happen to forget something.

If something goes wrong

Most tenancies run smoothly. But sometimes things can go wrong. This section sets what you can do and who you can ask for help if you encounter a problem.

Your rights

There are legal protections in place for the most common problems that you may experience:

- **If the property is in poor condition.** Your landlord has a responsibility to maintain the property to a reasonable standard. If your landlord refuses to do this, local authorities have powers to deal with health and safety hazards and can force the landlord to take steps to remove serious hazards. In order to get help you should contact the Environmental Health Department at your local authority.
- **Rent increases.** Your landlord will be entitled to charge you a market rent and to increase it by agreement, or as set out in your tenancy agreement, or (where you have a statutory periodic tenancy) by following a procedure set out in law which requires the landlord to serve a notice on you. If you think that your rent is out of step with rents for other similar properties in your area, you can appeal to the First-tier Tribunal (Property Chamber) – previously known as a Rent Assessment Committee.
- **Unwanted visits and harassment.** If your landlord is visiting the property unannounced or is harassing you, you should contact your local authority.
- **Eviction.** If your landlord wants you to leave the property, they must follow the right process including providing the right amount of notice. Your landlord cannot evict you without a court order and should not behave in such a way as to force you out of the property, for instance by changing the locks or using threatening or harassing behaviour. If you think that your landlord is evicting you illegally, you should first get legal advice. Ultimately, the police can step in to protect you. If you are served with a possession order made by the courts, you should comply with the terms of the notice. Whether or not the eviction is legal, if you are concerned about finding another place to live, then contact the Housing Department of your local authority.
- **If your landlord refuses to return the tenancy deposit.** Tenancy deposits taken on assured shorthold tenancies which started after 6 April 2007 must be protected with a government approved scheme. If the deposit is not protected, your landlord will have broken the law and you should get legal advice about the action you may be able to take against your landlord. If the deposit has been protected, you will have received details of which scheme is involved. You should alert the scheme if you are unhappy with the amount of deposit which your landlord is proposing to return. All the schemes offer a free independent adjudication service, or you can choose to go to the Courts. Where there is a dispute the scheme will not release the deposit until a decision has been taken by the adjudication service (or by the courts) unless both you and your landlord (or their agent) reach agreement and give permission. You should remember that it is the landlord's responsibility to make a case for holding on to all or part of the deposit.
- **Discrimination** - landlords cannot refuse tenants because of sex, race or disability, however, landlords do sometimes refuse to take tenants on housing benefit. This may be because buy to let mortgages or insurance policies sometimes contain terms which prohibit the letting of a property to a housing benefit claimant. If you cannot find suitable accommodation in the private rented sector, you are entitled to obtain help from your local authority who will hold lists of available landlords.

Making sure the protections work

The government is committed to ensuring that the safeguards we have put in place for tenants work properly. Here are some examples of how tenants been able to use them to protect themselves against bad landlords.

Tenancy deposit protection

A landlord claimed for the cost of redecorating a hallway on the basis that the tenant had redecorated the area during the tenancy without permission. The tenant claimed that the landlord had given permission to repaint various areas, including the hallway, because he had been unable to do the work himself before the start of the tenancy. Although the tenant was unable to provide evidence, based on the check out and check in reports, the adjudicator took the view that the area was in better condition at the end of the tenancy than at the beginning. The whole deposit was returned to the tenant.

Before the introduction of tenancy deposit protection, the landlord would have been able to keep the tenant's deposit unless the tenant took them to court.

Hazardous property conditions

A family moved into a recently decorated flat. Some months after moving in, they noticed mould growing in the kitchen and bathroom. The landlord told them that this was the result of excessive use of cooking and bathing facilities and failure to wipe the surfaces afterwards, and provided them with a dehumidifier. Concerned about the health implications for her children, one of whom was asthmatic, they called their local council who sent an environment health officer to investigate. The officer noticed that there was no window or other ventilation in the kitchen and no extractor fan in the bathroom. The council served an improvement notice on the landlord, who then installed mechanical ventilation in the kitchen and bathrooms, which solved the problem.

In this case, it was fortunate that the landlord responded promptly to the improvement notice served by the council. But, for serious health risks, the council could have taken more drastic action if necessary – taking emergency action itself or even prohibiting the use of the property. When carrying out its investigation, the council would have assessed the property against up to 29 hazards and would have taken action on any other serious hazards identified

Additional Information

If you are interested in finding out more about renting in the private sector then you can find additional information at the following links. Government accepts no responsibility for the content of external sites.

http://england.shelter.org.uk/get_advice/downloads_and_tools/tenancy_checker

http://england.shelter.org.uk/get_advice/renting_and_leasehold/joint_tenancies

www.ofc.gov.uk

<http://www.anuk.org.uk/Information/LandlordHandbook/>

www.citizensadvice.org.uk