



University of Brighton

house hunting

.....
a guide to looking for a place to live within
the private sector – 2011 entry



An aerial photograph of Brighton, UK, showing the coastline from the sea to the city center. The sea is a vibrant green, with white waves crashing onto a wide, golden-brown beach. A long promenade runs parallel to the beach, with a railway line visible. The city buildings are densely packed inland.

where to start?

Looking for accommodation is a serious business and this guide sets out to provide you with information and top tips to help make the process as easy as possible for you.

It's serious because you'll be entering into a **legally binding agreement** so it's worth taking your time and carefully considering your options.

This guide is intended to help you work out these options, identify what to look for and point you in the right direction.

If you need clarification, please contact your accommodation office, details of which can be found on page 26 of this guide.

find it

who to live
with

02

where to look

04

top house
hunting tips

05

house hunting
checklist

06

signing up

08

your home

12

your
community

18

moving out

20

questions

22

contacts

26

jargon buster

30

who to live with

✔ If you're coming to the University of Brighton as a first year student you might have little idea about who you want to live with, but you won't be the only one.

The messageboard on yourstudentpad.co.uk is a good place to look as there are many people using the site who are probably in the same situation as you. Facebook is another popular way for people to make friends online before coming to Brighton and start the process of househunting.

Whether it's your first year or final year, it's important to choose people with a similar lifestyle to you. As a group you might want to discuss some of the issues listed here to assess your compatibility before you enter into a legally binding agreement together.



Lifestyle choices

- **Tidiness**
Some people might not notice that you can't see the kitchen sink for washing up, but for others it's important that everyone pulls their weight.
- **General lifestyle**
Consider the hours you keep, and attitudes to studying and socialising. Be honest with each other about your lifestyle.
- **Financial circumstances**
Resentment may creep in if your housemates have enough cash to go out every night whilst you can barely afford the essentials.
- **Having friends to stay**
You might think it's great to have your friend from home come and stay for a month, but your housemates might think differently.
- **Staying for the summer**
If some of the group are planning on dashing home as soon as the exams are over but some of you want to stay and enjoy summer by the sea, you will need to consider the length of tenancy. You will more than likely be liable for the rent for the entire period. Check with the landlord or agent.

How many to live with?

Another thing to consider is the number of people you want to live with.

- More people can equal more mess. Larger houses usually have more issues with untidiness and cleaning. If you're very particular you might want to consider a smaller group.
- Most student houses are family-type accommodation and therefore usually have four to five bedrooms. There can be greater competition for larger houses.
- Living on your own might be appealing, especially if you're a mature student. However living on your own can be very expensive and affordable places hard to come by.

How much can you afford?

- Be realistic about what you can afford, and remember that you will probably have utility bills, food and transport to pay for as well as your rent.
- You can expect to pay £350–£400 per month for a room and up to £50–£60 on top of that for bills.
- The cost of moving will depend on how you found your property. If you use an agency you may have to pay administration fees of up to £200, a month's rent in advance and a deposit. This could mean an outlay of over £1000 for each student.
You do not have to pay any fees for houses found on yourstudentpad.co.uk.

Where do you want to live?

Have a think about where you want to live and consider the following:

- ease of access to your campus
- local facilities such as shops
- access to public transport
- where you might be working
- where your friends will be living
- parking
- value for money

where to look

Your accommodation office

The university have accommodation offices at Moulsecomb in Brighton, Trevin Towers at Eastbourne and also University Centre Hastings.

Our experienced staff are on hand to provide guidance and support when it comes to finding somewhere to live.

Our contact numbers are on page 26.

yourstudentpad.co.uk

This is the university's online database of properties which are owned by private landlords in Brighton, Eastbourne and Hastings. You will need a password which you can get from the accommodation office, contact details on page 26.

There are several **key benefits** to finding a house on **yourstudentpad.co.uk**:

- You will not be charged any fees.
- Properties are vetted by the university.
- A wide range of properties are available.
- All landlords have signed up to the university's Code of Standards. This means that they have committed to managing the property in a professional and courteous manner as well as the

property meeting a certain level of safety and security.

- Message boards are available to help you find other housemates.

unihomes

We have a selection of properties in Brighton and Eastbourne which we manage on behalf of private owners.

Benefits:

- The university is your landlord
- There are no letting agents fees or charges
- The houses have shorter tenancy agreements
- All legal agreements are drawn up by the university
- No guarantors are required
- Experienced staff are on hand to deal with any problems
- Houses are in good locations
- Free contents insurance cover of up to £4000 is included
- Broadband internet provided
- Locks on all bedroom doors

Please note that unihomes are only available to students on full time University of Brighton courses.

Unihome properties are advertised on **yourstudentpad.co.uk**.



Use studentpad before you start looking elsewhere

Private landlords and letting agents

If you cannot find a suitable property on yourstudentpad.co.uk you will need to widen your search. If you decide upon this route please follow our advice on pages 6-7.

Where to look for private sector accommodation:

- Word of mouth – do any of your friends have any recommendations? Perhaps some people you know are leaving a house you like? Why not follow it up?
- Letting agents – there are several agencies in Brighton, Eastbourne and Hastings specialising in student accommodation. However please be aware that there is no requirement for letting agents to be registered with a regulatory body. However registration with professional bodies such as the Association of Residential Letting Agents (ARLA) or the National Approved Lettings Scheme (NALS) is something to look out for.

- Internet – a Google search of 'student accommodation' in your chosen town will lead you to a variety of websites which you may find useful but please try www.yourstudentpad.co.uk first. We list some internet sites on page 29.
- Notice boards – for example the Students' Union
- Community pages on studentcentral
- Shop windows – cards in newsagents' windows often advertise rooms
- Local press:

Brighton

The Argus – Wednesdays
(www.theargus.co.uk)

Latest Homes – Tuesdays
(www.latesthomes.co.uk)

Eastbourne

Eastbourne Gazette –
Wednesdays

Eastbourne Herald – Fridays

Hastings

**Hastings & St Leonard's
Observer** (www.hastingsobserver.co.uk)

Home Sales and Lettings –
Thursdays

Friday Ad (www.friday-ad.co.uk)
Covers Sussex in general.

top house hunting tips



Don't do anything that you feel unsure about.

Don't sign anything unless you are completely happy.

If something doesn't feel right ask for clarification - if you are not sure seek advice.

- Use your common sense. If something sounds too good to be true, it probably is.
- Think carefully before signing on the dotted line. Once you have signed it will be very difficult to get out of the contract if you change your mind. Try and make sure you can look round the property before handing over any deposit money or money in advance.
- Ask as many questions as you can think of about the property and the tenancy. Find out if bills are included. If possible ask the current tenants about living in the house and the area.
- Don't go to viewings alone – for your personal safety, but also because a second opinion is always useful. Or if you are inviting someone into your home ask to see personal ID.
- View properties with the owner or agent. Owners who are willing to rent without having met the prospective tenant might not be legitimate.
- Try visiting the property at different times of day. People are around at different times of the day, so the levels of noise will differ throughout.
- Don't be afraid to ask lots of questions when viewing a property, that's what the agent/landlord is there for.
- Don't be afraid to speak to neighbours and people living in the surrounding area. They will give you a good idea of what it's like to live there and usually they're quite honest.

- Take your time, look everywhere, and use the checklist included in this guide. You'll be less likely to miss important things and be able to compare properties more objectively.
- Look out for the condition of the property and furniture and pay particular attention to safety features. See the section on 'your home' on page 12 for more advice.
- Be realistic - don't take on more than you can afford.
- Take photos to help you remember all the houses you'll be seeing. If you're looking at several properties, it can be hard to remember all the details. Take a camera to properties and record any damage you might see - it's good to have your own record to prove what condition you received the property in.
- Start looking as early as possible to give yourself plenty of time. When you start looking make sure you've got the means to pay your deposit and rent so you don't miss out when you do find a place.
- **Make sure you know your rights.** If you need advice contact the accommodation office or speak to the university housing advice officer - contact details on page 26.
- Before signing a contract, make a note of any faults and request that landlord or agent confirms in writing that these will be rectified before the start of the tenancy.
- Never give any of your personal ID or bank details out over the internet. Only give this information to a landlord or agency once you've met them in person, viewed the property and decided to proceed with a rental arrangement. Requests for this information from someone you haven't met should always be viewed with extreme caution.
- **Be aware of online scams such those involving money transfer services like Western Union or MoneyGram. Money transfer services are not meant for any kind of transaction connected with someone you don't know.**
- **Always get a receipt when handing over any money.**

signing up

! Think carefully before signing on the dotted line. Once signed it will be very difficult to get out of the contract if you change your mind.

Are you 100 percent sure about everything? Remember a tenancy agreement is a legally binding contract.

✓ Ask as many questions as you can think of about the property and the tenancy. Find out if bills are included. If possible ask the current tenants about living in the house and the area.



Deposits

If you have found somewhere to live through studentpad or unihomes then all your moving in costs should be transparent and you should not be charged any administration fees.

If you have found your new home through an agency or private landlord:

- You may be asked to pay a holding deposit. This means that the agent or landlord will stop marketing the property and 'hold' it for you. Be sure to ask if the holding deposit is offset against the balance of your damage deposit or deducted from the rent. It may also be non-returnable, so bear this in mind if you decide not to go ahead with the tenancy.
- You will normally also have to pay a damage or security deposit. This is usually the equivalent of a month's rent and is held in the event of any damages the landlord wishes to claim against the tenant(s) at the end of the tenancy. Please see the section about tenancy deposit schemes for more information about deposits on page 10.

- An administration fee may be charged by an agency or landlord who does not advertise on studentpad. This charge is generally made to cover the costs involved in setting up the tenancy agreement, inventory, checking references and any other correspondence. This can only be charged once you have expressed an interest in a property. In Brighton, letting agents generally charge between £100 and £200 per student in administration fees. Some agents negotiate deals with the university, so look out for these.
- You will probably need to provide references to ensure that you are going to be a suitable tenant and pay your rent on time. The agency will be able to tell you who is an acceptable referee.
- It is common for student tenants to be asked to provide a guarantor. A guarantor is simply an individual, often a close relative, who undertakes to assume the liabilities and obligations of the tenant, including paying the rent, in the event that they stop doing so. Where a guarantor enters into an agreement he or she normally agrees to meet the full obligations under the tenancy agreement on the tenant's behalf. This may include rent arrears, damage to the property, or other liabilities and obligations arising from the tenant's failure to comply with the lease covenants. Bear in mind that if you are signing a joint tenancy your guarantor could potentially end up having to pay your housemates share of the rent in the event that they default on their payments. The guarantor is contractually bound to accept the legal liabilities of the tenant and could be sued if they don't comply. They would also usually need to be a home owner with steady long-term employment to satisfy the requirements of a good credit score in order to become a guarantor.
- International students need to be aware that they may be asked to pay between 4 and 12 months rent in advance, if they do not have a UK-based guarantor. It is worth trying to negotiate better terms if you can.
- Get receipts: make sure they are itemised, clearly written, signed and dated. Never pay any cash unless you get a receipt.

Tenancy deposit schemes

Any deposits taken for an assured shorthold tenancy must be registered with a recognised deposit holder under the Tenancy Deposit Protection Scheme. By law, information about which scheme your deposit has been placed in, how to apply for the release of the deposit and what to do in the event of a dispute over the deposit must be supplied to the tenant(s) within 14 days of payment.

There are three government recognised schemes:

- **The Deposit Protection Service**
www.depositprotection.com
- **My Deposits**
www.mydeposits.co.uk
- **Tenancy Deposit Scheme**
www.tds.gb.com/

A wealth of information can be found on tenancy deposit schemes online:
www.direct.gov.uk/en/tenancydeposit/index.htm.

Tenancy agreements

This is your contract with the landlord and sets out their legal rights and responsibilities as well as your's as a tenant. It can be written or verbal.

There are many different types of agreement:

- **Licence agreement** – if you are living with a resident landlord you are likely to have a licence. This gives you fewer rights than a tenancy agreement, so make sure you check the terms carefully and seek advice if you are unsure of anything.
- **Assured Shorthold Tenancy (AST)** – this is the most common type of tenancy agreement. It gives provision for occupiers to have exclusive possession of the property and is for a fixed term, usually 6 or 12 months. ASTs can be created as single or joint tenancies.
- **Single tenancy** – you will be renting a room with access to communal areas in shared accommodation on an individual basis. This means you may not have any choice over who else lives in the house.

- **Joint tenancy** – you will be renting the house as a group and all the tenants' names will be on the contract, and will be jointly and severally liable for the rent, meaning that if one of you doesn't pay their share the landlord can pursue the rest of the tenants or their guarantors for it.

When you sign up for a property make sure you read through the agreement thoroughly first. If you do not understand anything or think that any of the terms are unfair then seek advice. Once you have signed the contract it may not be that easy to get out of it, so make sure you are happy with everything.

Remember a tenancy agreement is a legally binding contract.



your home

The inventory

You should be provided with an inventory. This is a list which details the physical condition of the property and its contents before you moved into the house. Any damage should be noted on the inventory.

It's really important that you go through the house checking that what the inventory says is correct, as this is your opportunity to highlight any damage not recorded. If there is anything not noted on the inventory make a note of it, taking photos if necessary.

If there are any disputes at the end of the tenancy you will then have proof of the condition of items at the beginning of the tenancy. Ensure that you return a signed copy of the inventory to the landlord and keep a copy for your own records.

Appliances

- Check that there are instruction manuals accompanying any appliances, such as washing machines, boilers, fridges and so on.
- Make sure you know how to use them correctly – you can be charged for repairs which arise from improper use. Ask your landlord or agent if you are unsure.
- Keep appliances clean. Dirty ovens are not only unhygienic but a build up of grease will cause smoke alarms to be set off. Clean the fridge regularly and keep an eye on what's in there.

Repairs and problems

At some point you may have issues with disrepair in your accommodation. It's important to understand your responsibilities as well as those of your landlord. These will be outlined in your tenancy agreement.

You will be responsible for:

- using the property in a 'tenant-like manner' i.e. not mistreating the property in any way and taking proper care of it.
- minor repairs such as changing light bulbs, unblocking the sink and cleaning the property
- maintaining the garden – check with your landlord
- reporting repairs promptly to the landlord or their agent. Any repair requests should be put in writing and a copy of the letter kept for your own records. If it is an emergency, any phone calls should be followed up with a letter or email.

Landlords operating under the terms of an Assured Shorthold Tenancy are normally responsible for:

- the structure and exterior of the building, including roof and guttering.
- installations for the supply of water, gas and electricity.
- fixed heaters and water heating equipment.

If your landlord fails to respond to reasonable requests for repairs then you should contact your local council's private sector housing department for support. Contact numbers can be found on page 26-27 of this booklet.



Utilities

If your rent doesn't include bills you will be responsible for paying for gas, electricity, water and any other charges. Here are some tips to help you set this up:

- Find out where the meters are and take readings as soon as you move in. You may or may not have a water meter. Check with the landlord or water company if you are not sure.
- Shop around for the best deal. Try comparison websites such as www.moneysupermarket.com or www.uswitch.com for your area. Sometimes you'll get better deals if you choose the same supplier for both gas and electricity. However as a courtesy please advise your landlord that you have changed suppliers.
- Agree how the bills are going to be paid. If you are on a joint tenancy it is very important to set up the account in all of your names so you are equally liable.
- Contact the supplier with the appropriate meter reading and ask to set up an account.
- You might have a key, or pre-payment meter. In this case you will still need to set up an account in your name(s). You can charge the key or card in any shop bearing the Paypoint symbol. To find your nearest

Paypoint shop go to www.paypoint.co.uk/locator.

Council tax

Full-time students are exempt from council tax. You will need to get an exemption certificate from your school office and send it to the local authority to get your discount. To be exempt from paying Council Tax, students must be studying full time for a full academic or full calendar year. If this does not apply to you, you will be liable for Council Tax.

If anyone living in the property is not a student the house will be liable to pay council tax.

Condensation

Condensation is a big problem caused by the build up of moisture. Water vapour in the air will naturally condense on the coolest part of the house, usually the windows or outside walls but it can be anywhere. Moisture is generated from drying laundry, showering, washing, and cooking. Allowing moisture to escape will help reduce the build up of condensation, so it's very important you ventilate the property.

Here are some tips to help prevent condensation:

- Please do not switch off extractor fans if they are present.
- If you must dry your washing inside, open a window. If you can hang it outdoors, it will dry faster and better and with fewer creases.
- After showering or bathing, open the window for half an hour. Also make sure you use the extractor fan if one is provided.
- Leave bedroom doors open – this allows air to move freely around the house.
- Leaving a gap between the walls and your bed or other furniture also allows the air to circulate.
- Open the window or switch on the fan if you are cooking or washing up.
- If moisture does form, wipe it off.

If you notice black mould forming anywhere, you have a problem with condensation. If you allow the problem to get worse then you may be charged the cost of redecorating from your deposit.

TV licence

If you have one or more television receivers (including a PC or laptop) in the property you will need to buy a TV licence. If you are on individual tenancies you may need to have individual licences. Your landlord should be able to clarify this.

Further details of cost, where you can purchase a licence and the different payment schemes available can be found at www.tvlicensing.co.uk.



condensation - black mould

Safety and security

Unfortunately student households are often targeted by burglars. The safety and security of both your belongings and you are paramount – but there are several steps you can take to reduce your chances of becoming a victim of crime:

- Check the security of door and window locks when viewing properties. Are there locks on ground floor windows?
- Use common sense and try to keep keys and valuables out of sight as much as possible.
- Make a note of serial numbers and model numbers of electronic goods.
- Visit www.sussex.police.uk for information about property marking schemes.
- Consider contents insurance – in the event of a burglary or damage to your belongings you may be able to claim to replace the items.

Safety around the house

Before you move in you need to check that safety certificates and equipment is in place. Being aware of safety could save your life.

Electrical safety:

- Ask if there is an electrical safety certificate. There is no legal requirement for one, but it gives peace of mind that all electrical installations have been checked. All studentpad houses will have a certificate.
- Do not overload power sockets.

Fire safety:

- Check that there are smoke detectors in the property. These need to be tested regularly. The best kind is wired into the mains electricity, but battery operated is preferable to none. If there is no fire detection equipment and you found the property through the university please let us know.
- If there are fire blankets and fire extinguishers check that they haven't been used or are out of date.
- Candles are a fire risk. You should not use them in your property.
- Check that the furniture is fire resistant – check labels on sofas, mattresses and other fabric or foam items.

- Be aware of fire escape routes and avoid blocking hallways with bicycles and so on.

Gas safety:

- Check that there is a current gas safety certificate. By law an inspection is required annually.
- Check there is a carbon monoxide detector which will alert you to the presence of carbon monoxide gas to prevent the risk of poisoning. Carbon monoxide is a colourless and odourless gas and virtually undetectable without using detection technology. These detectors are not currently a legal requirement, but there should be one if you found your home through the university, as the landlord will have signed the Code of Standards. Please let us know if there isn't one.
- If you smell gas or your carbon monoxide detector goes off then call the National Grid on **0800 111 999** immediately.



your community



Be considerate

You are not just a student tenant, but a representative of the university and a valuable member of the community in which you live.

The university works hard to maintain good relationships with local communities, and you are expected to be a good neighbour and show consideration towards the people around you, including those you live with. The majority of complaints about students in the community centre around refuse and noise.

The University of Brighton has a dedicated Community Liaison Team who seek to liaise with individuals, community groups, residents' associations and other appropriate external agencies with a view to promoting and maintaining positive relationships between students and non student residents. The team currently consists of a Community Liaison Officer and a Community Liaison and Housing Advice Officer and an assigned Sussex Police Officer. The team can be contacted directly for support on housing advice issues at community-liaison@brighton.ac.uk or on 01273 641894.

Noise

Please be aware of your neighbours:

- Your neighbours may be families with young children or elderly people who have very different lifestyles to you.
- Introduce yourself to your neighbours. A friendly 'hello' will go a long way.
- Make sure that you keep noise to a minimum when returning home after a night out to avoid disturbing your neighbours.
- Consult your neighbours if you are planning a party.
- Your household may not be the only student house in the area, so consider the cumulative effects of multiple late night noise and rubbish.
- Remember that in signing your tenancy agreement you have undertaken to behave in a responsible and reasonable manner.

Complaints about noise are taken seriously and will be investigated. Persistent complaints may result in the university taking disciplinary action or the local authority may even take legal action. Please consider how your lifestyle might affect others around you.



moving out

At the end of your tenancy there are several steps you can take which will help you avoid losing any of your deposit and being charged for amenities you are no longer using. Here are some points you should take into consideration.

Cleaning

Deposits are often withheld because the property has not been adequately cleaned so make sure you:

- Clean the cooker.
- Clean all kitchen and bathroom surfaces.
- Wash all hard floors and vacuum all carpets.
- Remove all food from the fridge and freezer and defrost them, leaving them unplugged with the doors open.
- Clear all rubbish from the gardens.
- Clean the windows if safe to do so or instruct a professional window cleaner.

Check your tenancy agreement, especially if you found your property through an agency as some may require windows and carpets to be professionally cleaned and for you to provide receipts.

Utilities

- Take meter readings and inform all your suppliers that you are moving out.
- Ensure you provide a forwarding address.

Post

- Redirect your post and ensure that relevant people have forwarding addresses.

Inventory

- Check the condition you are leaving the property in against the inventory. Is there anything not listed on the inventory which does not constitute 'fair wear and tear'? You may be charged for damage or cleaning if it was not noted on the inventory before you lived in the property.
- If you took down any curtains or moved any furniture return them to their original place.

Rubbish and recycling

Information about collection days for your area and what can and can't be recycled can be found on your local council's website:

- www.brighton-hove.gov.uk
- www.eastbourne.gov.uk
- www.hastings.gov.uk

Please make sure you follow the councils' guidelines about rubbish collection. Rubbish left out for any length of time attracts all sorts of wildlife which have a tendency to spread rubbish all over the street. Apart from being unpleasant and unhygienic, you will also become very unpopular with your neighbours.

Rubbish must be disposed of properly - if not then repeat offenders can be fined by the city council.

Try to keep outside areas such as front gardens tidy and free from rubbish as well.



questions



Need more advice?

Some of the questions that commonly come up are covered in the following section.

If you're still not sure, contact us and we can hopefully help.

My friend wants to let out her room while she goes travelling. Can she do that?

If your friend is also a tenant, this is called subletting. People often think that subletting is illegal, but this is not necessarily the case. To sublet means that the person who entered into the tenancy agreement, will be renting out part or in some cases all of the accommodation for a set period of time. This can only happen if the landlord allows it and it does mean that the person who has been sublet to, will have lesser rights. It may also cause confusion if there are issues about deposits being returned or repairs to be made because the tenant in effect becomes the landlord and you may have no way of contacting them to resolve a dispute. It is always best to seek advice if you find yourself in this situation.

What rules apply if I live in the same house as my landlord?

If you live with your landlord you may be granted a licence to occupy. This means that the landlord allows you to reside in a property for a length of time, but it does not mean that you have a legal right to be there. Although there is some protection from being evicted the landlord does not have to have grounds to evict you. A licence will ultimately mean that you have fewer housing rights.

I'm just going to be living with friends, is there anything I should know?

There are a number of benefits to living with friends including cheaper bills and knowing your flatmates rather than living with strangers. If you do then it is likely you will enter into a joint tenancy agreement (see page 10). This type of agreement means that you are 'joint and severally liable', that you are all responsible for maintaining the conditions set in the agreement. For instance, if one of the tenants wants to leave, then the agreement for all of the tenants will be ended. Similarly if someone is defaulting on the rent then all who entered into the agreement are responsible to ensure that the rent is met.

Should my tenancy agreement be in writing?

Legally, an assured shorthold tenancy does not have to be in writing but it is good practice for landlords to provide you with a written contract. If your landlord does not, you are strongly advised to write to him asking for a written 'Statement of Terms' – the landlord must then reply within 28 days. Non-compliance is a criminal offence – seek advice. You should ask that the Statement of Terms covers the date the tenancy began, the amount of rent due and when it should be paid, any rent review clause and details of any 'fixed term'. Most local authorities have tenancy relations officers who you can talk to about terms of contracts and sometimes talk to the landlord on your behalf. See page 26 for contact details. You can also log on to www.england.shelter.org.uk for advice.

What are unfair contract terms?

Your tenancy agreement may contain some terms which could be legally construed as unfair – for example, a term which states that the tenant can be evicted at the landlord's discretion, or a term that states that the tenant is not allowed to have overnight guests. Under the Consumer Contracts Regulations 1999, the terms of tenancy agreements must be in plain, intelligible language and must not

contain any terms which could be held to be unfair.

Agreements which are deemed to be unfair will not be binding on the tenant. If you're worried about any of the terms, seek advice (see page 26-28).

When do I have to leave my accommodation?

Provided you have not acted in breach of your tenancy agreement and you are leaving your accommodation at the end of the fixed term, you do not legally have to tell your landlord you are going, but it is good practice to do so, in writing.

If you are an assured shorthold tenant your landlord is legally obliged to give you at least two months' notice that they require possession of your accommodation. This notice can be given at any time during the fixed term (including on the day you sign the agreement), but the date possession is required cannot be before the end of your fixed term. For example, if your landlord wants you to leave at the end of a six month fixed term agreement, notice must be given to you by the end of the fourth month of the tenancy. For the notice to be legally binding it must expire on the last day of a rental period and state that possession is required under section 21 of the Housing Act 1988.

If you wish to end the agreement you only have to give one month's notice, this must also expire on the last day of a rental period.

What if I want to end my contract early?

If you've signed a fixed term agreement you will be liable for rent until the end of the fixed term unless the landlord agrees to release you. Check if your contract contains a 'break-clause' which allows you (and your landlord) to end the contract earlier than the fixed term. If it doesn't, it may be possible for you to find a replacement tenant but you should get the landlord's written consent before you do this and ensure that the remaining tenants are happy with your replacement. Seek advice if you want to leave early – it can be complicated.

My landlord is trying to end my contract early – can they do this?

If you are happy to leave early you may wish to make an informal agreement with your landlord (but seek advice if a landlord tries to harass you to leave against your wishes). A landlord can only end a fixed term assured shorthold contract early if:

- the tenancy agreement contains a break clause. If you don't leave on expiry of the break clause a landlord is required to apply to

court for a possession order.

- you (or another tenant) break a contract term – eg rent arrears or nuisance – and your landlord wants you to leave. Again, your landlord has to get a possession order from the court before you have to leave.

In order for a landlord to get a court order, they must serve you a notice seeking possession, stating the ground(s) under the Housing Act 1988, which (s)he will rely on in court. Some grounds are mandatory – which mean if proven, a court is required to order a tenant to leave a property, others are discretionary where it may be possible to negotiate with the landlord and court to stay. If the case proceeds to court, you will only then be required to leave if a court says so, and then only when court bailiffs come to the house to remove you. If you receive a notice seeking possession, get advice immediately.

Do I need a receipt for rent payments I make to the landlord or agent?

If your rent is payable weekly, your landlord is legally required to provide a rent book, which should then be kept by you and signed by the landlord each week when he receives the rent. You could ask your landlord for a rent book even if your rent is paid monthly; this is a good way to record payments for both parties. Don't pay in cash without getting a receipt.

Can my landlord enter the property at any time?

You are entitled to have 'quiet enjoyment' of the property. This means, for example, that your landlord should give you at least 24 hours written notice (unless it is an emergency) before entering the property. Your landlord should not let himself (or any agents acting for him – this includes builders) into your home, without having your express permission first. You also have the right to request to be in attendance at any visit your landlord (or agent) makes to the property. If your landlord is being unreasonable about access to the property and enters the property without prior notice, this may constitute harassment.

Harassment can take the form of phone calls, unannounced visits,

cutting off utility supplies, such as gas or electricity and intimidation. You are legally entitled to remain in the property until the landlord obtains a court possession order against you and official court bailiffs carry out an eviction.

If you are concerned about your landlord's behaviour, get some advice at the earliest opportunity. In an emergency, contact the council's housing advice line or tenancy relations service during office hours (or call the police on 999). The police should warn the landlord, record any accusations and refer both parties to tenancy relations.

useful contacts

University contacts

- **Accommodation offices**

Brighton

01273 644100 (Mon–Fri)
10am–4pm

Eastbourne

01273 643848 (Mon–Fri)
10am–4pm

Hastings

01273 644631 (Mon–Wed)
01273 643848 (Wed–Fri)
10am–4pm

- **Housing advice and community liaison**

01273 641894

community-liaison@brighton.ac.uk

Brighton & Hove

- **Brighton & Hove Council Private Sector Team**
01273 293164
- **Brighton and Hove Antisocial Behaviour Team**
It's Your Call (ASB hotline)
0845 605 2222
- **Brighton & Hove Partnership Community Safety Team**
01273 294646
- **Brighton & Hove City Council Environmental Health Department**
01273 292929
- **Trading Standards**
01273 292522
- **Brighton and Hove Council Local Taxation Services** (council tax)
01273 291291
- **Brighton Housing Trust advice**
01273 234737
advice@bht.org.uk
Housing Advice.
Appointment-based advice sessions Monday and Wednesday – arrive by latest 9am to be allocated an appointment for that afternoon.

Eastbourne

- **Eastbourne Borough Council**
(for council tax enquiries)
01323 410000
- **Eastbourne Borough Council**
Environmental Health Department
01323 415350
- **Eastbourne Housing Aid and
Legal Centre**
01323 642615
- **Trading Standards Office**
01323 418200

Hastings

- **Hastings Borough Council**
(general enquiries)
0845 274 1066
hbc@hastings.gov.uk
- **Hastings Borough Council
Environmental Health
Department** (antisocial
behaviour)
0800 0854500
- **Housing advice**
0845 274 1103
housingadvice@hastings.gov.uk
[www.hastings.gov.uk/housing_](http://www.hastings.gov.uk/housing_advice)
advice
- **Tenants' advice**
0845 274 1100
housingadmin@hastings.gov.uk

Other useful numbers

- **Sussex Police**
Emergency 999
Non-emergency 0845 60 70 999
- **Transco emergency gas number**
0800 111 999
(contact immediately if there is a leak or smell of gas)
- **Health & Safety Executive (HSE)**
01342 334200
- **HSE Gas Safety Advice Line**
(8am–8pm)
0800 300363
- **Shelter**
(national housing advice and campaigning organisation)
0808 800 4444 (freephone)
www.england.shelter.org.uk
Mon–Fri 8am–midnight

Online resources

- www.nus.org.uk/en/Advice/
National student unions' housing advice
- www.shelter.org.uk/adviceonline
Housing advice
- www.adviceguide.org.uk
Online help form Citizen's Advice
- www.mydeposits.co.uk
www.tds.gb.com
www.depositprotection.com
Information on the various tenancy deposit schemes
- www.studentcalculator.org.uk
Helping you with your finances

Private Sector Websites

The websites listed here may help you in your search for accommodation and are listed for your benefit should you decide to widen your search. These have no relationship to the university, and neither are they endorsed by the university.

We strongly advise that you start your search using yourstudentpad.co.uk - the university's database of properties.

If you use the sites listed below you should be mindful of scams and fraudsters so please take care and be sure to read the safety tips on page 6-7.

On no account should you part with money before seeing a property and make sure you read any tenancy agreement thoroughly before signing.

<http://brighton.gumtree.com>
www.accommodationforstudents.com
www.friday-ad.co.uk
www.theargus.co.uk
www.findaproperty.com
www.rightmove.co.uk
<http://uk.easyroommate.com>
www.spareroom.co.uk
www.latesthomes.co.uk
www.studenthouseonline.com
<http://brighton.craigslist.co.uk>

jargon buster

Arrears

This relates to late rent payment or failure to pay rent on the specified date agreed in your tenancy agreement.

Assured Shorthold Tenancies (ASTs)

These are tenancies created after 28 February 1997. ASTs apply to a property for which you pay rent and where your landlord does not reside.

Break-clause

This relates to a term in your tenancy agreement allowing both parties to end the tenancy before the due date. Although this may be beneficial to the tenant, ending a tenancy early has to be agreed by the landlord.

Eviction

This can be a complex area in which a landlord can request through the courts to have an order directing a tenant to leave the landlord's premises. There are specific procedures that need to be followed before a tenant can be evicted and trying to evict someone illegally is protected by law under the Prevention from Eviction Act.

Harassment

Harassment can take the form of phone calls, unannounced visits, cutting off utility supplies, such as gas or electricity and intimidation.

Holding deposit

These are used by the landlord or estate agent to secure a property for you before the tenancy has been signed. They form an agreement for both parties to act on following through to the tenancy agreement.

Housing Health and Safety Rating System (HHSRS)

This is a check list used by the council's private sector housing team to ensure that properties are safe and to assess any potential health and safety dangers which could occur.

Houses in multiple occupation (HMOs)

Houses which have five bedrooms and go across three floors require a licence issued by the council to landlords and are subject to HHSRS checks.

Inventory

An inventory is a detailed list produced by the landlord or agent which states the condition and age of various items in the rental property such as cookers, chairs and carpets. It should also list items which are present, even down to the number of hooks on the walls. The inventory is an important way of clarifying at the end of the tenancy whether any items have been damaged or are missing.

Joint tenancy agreement

If all the students living in the property sign one agreement with the landlord at the time of moving in, this forms a joint tenancy agreement. All the tenants have exactly the same rights and are all equally responsible for paying the rent and keeping to the terms of the agreement. If one tenant is not paying the rent or causing other problems you could end up having to pay her/his share, or any other costs.

Landlord

The person who has the legal right to let the property. Landlords also collect rent for the property and are responsible for ensuring that the property is in working order.

Letting agents

These act on behalf of the landlord and can have responsibility for collecting rent, dealing with repairs as well as undertaking reference checks and regular maintenance checks.

Notice

This is the amount of time that your landlord gives you or that you give your landlord before ending a tenancy. Landlords normally have to give two months and tenants one month. However, this can vary dependent on the condition of the tenancy agreement and therefore it is important to seek advice if you are unsure.

Private sector

This consists of housing which is owned by private landlords rather than the council or housing associations.

Subletting

This means that the person who entered into the tenancy agreement will be renting out part, or in some cases, all of their accommodation for a set period of time. This can only happen if the landlord allows it.

Tenancy agreement

Private sector tenants are given a legally binding agreement (usually in writing) to confirm the rights and responsibilities of both parties in contract.

Tenancy deposit scheme

This came in to affect in April 2007 and is relevant to any tenancy agreement that was entered into after this point. The scheme places your security deposit either in the hands of a third party insurer (known as the custodial scheme) or it is initially held by the landlord who insures the deposit and in case of dispute the deposit is handed over to a third party until the dispute is resolved (this is known as the insurance-based scheme).

Unihomes - University-managed accommodation

The university leases a number of properties from private owners which it rents to students. These houses are usually 4 – 5 bedroom properties located close to campus sites. These are sometimes available to summer house hunters via www.yourstudentpad.co.uk.

Wear and tear

During a tenancy, the condition of a property is likely to change as tenants make 'reasonable use of the premises', for example, wear to the carpets in rooms. Most landlords will not make a charge to the tenant for fair wear and tear. This is however distinguished from excessive wear and tear, for example, where the tenant has caused cigarette burns in the carpet. Compensation from the tenant in these circumstances will be sought by the landlord.



This publication is available in
alternative formats on request

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Crowhurst Road
Hollingbury
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www.brighton.ac.uk/accommodation