
RENTING PRIVATELY?

WHAT YOU SHOULD KNOW



East Cambridgeshire District Council
www.eastcambs.gov.uk

Large Print, CD and other formats are available on request	If you need this leaflet to be translated in your language, please contact us on: 01353 665555
Polish	Jeżeli potrzebują Państwo tę ulotkę w języku polskim, prosimy o kontakt
Portuguese	se você precisa este folheto a ser traduzida na sua língua, por favor entre em contato conosco

Tenancy Agreement

When you agree a private rental with a landlord or agent you will need to read and sign a tenancy agreement.

A tenancy agreement is a contract between you and a landlord or Agent.

It lets you live in a property as long as you pay rent and follow the rules. It also sets out the legal terms and conditions of your tenancy. It can be written down or oral (i.e. a spoken agreement).

A tenancy can either be:

- fixed-term (running for a set period of time)
- periodic (running on a week-by-week or month-by-month basis)

Both you and your landlord have certain rights and responsibilities, whether or not you have a tenancy agreement.

As a tenant, you have the right to:

- live in a property that's safe and in a good state of repair
- have your deposit returned when the tenancy ends - and in some circumstances have it protected
- challenge excessively high charges
- know who your landlord is
- live in the property undisturbed
- see an Energy Performance Certificate for the property
- be protected from unfair eviction and unfair rent
- have a written agreement if you have a fixed-term tenancy of more than 3 years

If you have a tenancy agreement, it should be fair and comply with the law.

If you don't know who your landlord is, ask the person or company you pay rent to, in writing. If they don't give you this information within 21 days, your landlord may be fined.

What happens to your Deposit?

Landlords usually place deposits in government-approved deposit protection schemes.

Under these schemes, your local council will send a guarantee to your landlord for the deposit.

Your landlord must usually place your deposit in 1 of 4 government-approved tenancy deposit protection schemes.

The schemes help make sure you get your deposit back if you meet the terms of your tenancy agreement.

Deposit Disputes

If you can't get your deposit back, and your landlord protected it in a tenancy deposit protection scheme, contact the scheme they used.

Your responsibilities

You must give your landlord access to the property to inspect it or carry out repairs. Your landlord has to give you at least 24 hours' notice and visit at a reasonable time of day, unless it's an emergency and they need immediate access.

You must also:

- take good care of the property – e.g. by turning off the water at the mains if you're away in cold weather.
- pay the agreed rent, **even if repairs are needed or you're in dispute with your landlord.**
- pay other charges as agreed with the landlord - these may include Council Tax or utility bills.
- repair or pay for any damage caused by you, your family or friends.
- only sublet a property if the tenancy agreement, or your landlord, allows it.

If you don't fulfill your responsibilities, your landlord has the right to take legal action to evict you.

Your landlord's safety responsibilities

Your landlord must keep the property you live in safe and free from health hazards. Please see East Cambs leaflet on repairs – available from interview room 1 in reception or the Council's website at: www.eastcambs.gov.uk

When your landlord can increase rent?

For a periodic tenancy (rolling on a week-by-week or month-by-month basis):

- your landlord can't normally increase the rent more than once a year without your agreement.

For a fixed-term tenancy (running for a set period):

- your landlord can only increase the rent if you agree.
- if you don't agree, the rent can only be increased when the fixed-term ends.

General rules around rent increases

For any tenancy:

- your landlord must get your permission if they want to increase the rent by more than previously agreed.
- the rent increase must be fair and realistic (i.e. in line with average local rents).

How your landlord must propose a rent increase

If the tenancy agreement lays down a procedure for increasing rent, your landlord must stick to this. Otherwise, your landlord can:

- renew your tenancy agreement at the end of the fixed term, but with an increased rent.
- agree a rent increase with you and produce a written record of the agreement that you both sign.
- use a 'Landlord's notice proposing a new rent' form, which increases the rent after the fixed term has ended.

Your landlord must give you a minimum of one month's notice (if you pay rent weekly or monthly). If you have a yearly tenancy, they must give you 6 months' notice.

If you think the rent increase is unfair, you can apply to a rent assessment committee who will decide the rent amount.

Settling Disputes

You can often sort out disputes with your landlord without going to court:

1. First, speak to your landlord about your concerns.

2. If this doesn't work, write a formal letter setting out the problem.
3. Use a mediation service, which is usually cheaper and quicker than going to court.
4. As a last resort, you can take your landlord to court.

Rent Disputes

If you're a private tenant and think your rent is too high, you might be able to appeal to the Rent Assessment Committee.

Going to Court

If you or your landlord takes legal action, the case may go to a small claims court. Small claims are cases worth less than £5,000, or £1,000 if the case is about repairs to a property.

The courts provide a free mediation service for small claims cases, which can take place over the phone.

Free Advice for Disputes

You can get free advice about disputes or housing problems from Citizens Advice or Shelter.

A solicitor can also help you, but they might charge a fee.

If you have to go to court, you can get advice on the day of the hearing from the housing duty desk at the court.

When your landlord can increase rent

For a periodic tenancy (rolling on a week-by-week or month-by-month basis):

- your landlord can't normally increase the rent more than once a year without your agreement

For a fixed-term tenancy (running for a set period):

- your landlord can only increase the rent if you agree.
- if you don't agree, the rent can only be increased when the fixed-term ends.

Eviction from your home

If you get behind with your rent, your landlord may evict you and you could lose your home.

Shelter has advice and information if you're in rent arrears or having difficulty paying rent. It recommends talking to your landlord and trying to come to an agreement with them.

Always read any letters from your landlord – they may contain information about action your landlord's going to take.

Your landlord must follow strict procedures if they want you to leave their property, depending on the type of tenancy agreement you have and the terms of it.

If they don't, they may be guilty of illegally evicting or harassing you.

Rules for Periodic Assured Shorthold tenancies (ASTs)

Periodic tenancies run on a week-by-week or month-by-month basis with no fixed end date, this is usually the type of tenancy you have for example if you have been renting your property for longer than 6 months and you have not signed another fixed term agreement.

If you have one of these, your landlord must usually give you 'notice to quit' - they must do this in a certain way depending on your type of tenancy agreement and its terms.

If you don't leave at the end of the notice period, they must apply to the court for a possession order, which gives them the right to evict you and take possession of the property.

If the court gives your landlord a possession order and you still don't leave, your landlord must apply for a warrant for eviction - this means bailiffs can remove you from the property.

A possession order won't take effect until you've been living in the property for at least 6 months.

Rules for Fixed-term ASTs

Fixed-term tenancies run for a set amount of time. Your landlord must give you notice in a certain way if you're in a fixed-term tenancy. If you refuse to leave at the end of the notice period, the rules depend on whether the fixed term has ended or not.

Eviction during the fixed term

During the fixed term, your landlord can only evict you for certain reasons - for example:

- you haven't paid the rent.
- you're engaging in antisocial behaviour.
- there's a 'break clause' in your contract - this allows your landlord to take back the property before the end of the fixed term.

A possession order won't take effect until you've been living in the property for at least 6 months.

Eviction at the end of the fixed term

At the end of the fixed term, the landlord doesn't need a reason to evict you. As long as they've given you correct notice, they can apply to the court for a possession order.

If the court gives your landlord a possession order and you still don't leave, your landlord must apply for a warrant for eviction - this means bailiffs can remove you from the property.

Rules for Excluded Tenancies or Licenses

If you have an excluded tenancy or licence (e.g. you live with your landlord), your landlord doesn't have to go to court to evict you.

Your landlord only needs to give you 'reasonable notice' to quit. The notice doesn't have to be in writing.

There are no set rules about what's reasonable. It depends on:

- how long you've been living there.
- how often you pay the rent.
- whether you get on with your landlord.
- how quickly the landlord needs another person to move in.

They can then change the locks on your rooms, even if you've left your belongings there. However, they must give your belongings back to you.

If you don't think you've been given enough warning to leave, contact the housing Advice Team for advice. East Cambridgeshire District Council can take action if your landlord has evicted you illegally. See leaflet on illegal evictions.

Accelerated possession

Landlords can sometimes evict tenants using 'accelerated possession'. This is quicker than a normal eviction and doesn't usually need a court hearing.

Your landlord can only do this if:

- you have an assured Shorthold Tenancy or a statutory periodic tenancy.
- you have a written tenancy agreement.
- they've given you the required written notice (a minimum of 2 months) in the right form.
- they haven't asked you to leave before the end of a fixed-term tenancy.

You can only stop accelerated possession if you can prove your landlord hasn't followed the rules listed above.

How it Works?

If your landlord applies to the court for accelerated possession, the court will send you a copy of the application.

If you want to challenge the application, you must do this within 14 days of receiving it.

A judge will decide whether to:

- issue a possession order, giving your landlord the right to evict you and take possession of the property (this is normally the case).
- have a court hearing (this usually only happens if the paperwork isn't in order or you've raised an important issue).

Even if there's a hearing, the court can still decide to issue a possession order.

If the judge issues a Possession Order

If the judge makes a possession order, you'll normally have 14 or 28 days to leave the property. If this will cause you exceptional hardship, the judge may give you up to 42 days to leave.

If you don't leave at this point, your landlord can use bailiffs to evict.

Eviction Court Hearings

Before the hearings

You'll know your landlord is taking you to court to evict you because you'll be sent court papers, including:

- copies of 'claim for possession' forms
- a defense form

- a date for your court hearing

The defence form is your chance to say why you have rent arrears and if you disagree with what your landlord put on the 'claim for possession' forms. You need to return it within 14 days.

You may have to pay extra court fees if you don't provide information in the defence form and this results in a delay to your court case.

If you don't attend your court hearing, it's very likely the judge will decide you'll lose your home.

During the Hearing

If you haven't received advice before, you can get free legal advice and representation in court on the day of the hearing. This is under the Housing Possession Court Duty scheme. Contact the court where your case is being heard.

If the scheme isn't available in your area, check with the court whether there are other advice services. You can also check if you can get legal aid.

The judge's Decision

The judge could:

- dismiss the court case - no order will be made and the hearing is finished.
- adjourn the hearing - the hearing will be delayed until later, as the judge feels a decision can't be made on the day.
- make an 'order' - the judge will make a legal decision on what will happen.

The judge will dismiss the case if there's no reason you should be evicted. This might happen if:

- your landlord hasn't followed the correct procedure.
- your landlord or their representative doesn't attend the hearing.
- you've paid any rent arrears.

If the judge dismisses the case, you can stay in your home. If the landlord wants to evict you, they'll have to restart the court process from the beginning.

Types of possession Order

There are several different kinds of orders a judge can make.

Order for possession (or 'Outright Possession Order')

This means:

you must leave the property before the date given in the order.

The date will be either 14 or 28 days after your court hearing. If you're in an exceptionally difficult situation, you may be able to convince the judge to delay this for up to 6 weeks.

If you don't leave your home by the date given, your landlord can ask the court to evict you by asking for a 'warrant for possession'. If the court gives a warrant, you'll be sent an eviction notice that gives a date when you must leave your home.

Suspended Order for Possession

This means if you make the payments, or obey the conditions, set out in the order, you can stay in your home. If you don't make the payments, your landlord can ask the court to evict you.

Money Order

This means you have to pay the landlord the amount set out in the order. If you don't make the payments, action could be taken by the courts to recover the money, including:

- deducting money from your wages or bank account.
- sending bailiffs to take away things you own.

If you get into rent arrears after a money order has been made, your landlord can go to court again and ask for a possession order.

Possession orders with a money judgment

A judge can add a money judgment to any of the possession orders. This means you owe a specific amount of money, usually made up of:

- your rent arrears
- court fees
- your landlord's legal costs.

The money judgment won't apply if you pay your arrears and the amount set out in a suspended possession order.

However, the money judgment will apply if you don't pay the amount set out in the suspended possession order that's linked to the judgment. If you don't pay, the landlord may ask the court to carry out the instructions in the order and the judgment.

Eviction Notices

If you don't leave your home by the date given in an outright possession order, your landlord can ask the court for a 'warrant for possession'.

If the court gives a warrant, you'll be sent an eviction notice that gives a date when you must leave your home.

If you don't go, bailiffs can evict you. The costs of doing this will be added to the money you owe.

Delaying eviction

You can ask a judge to suspend the warrant for possession at a new hearing. This means they'll delay the eviction or let you stay in your home if you can make payments again.

The judge won't automatically agree to suspend the possession warrant.

Applying to suspend a warrant

To apply for a suspension of a possession warrant, you must fill out an application notice and either send or deliver it to the court.

You must tell the court you need a hearing at short notice (before your eviction date). You'll have to pay a court fee, unless you qualify for help.

Asking the Court to change your payments

If your circumstances change, you can ask a judge at a new hearing to change what you pay. To do this, you must fill out an application notice.

You'll have to pay a court fee, unless you qualify for help.

Appealing against the decision

You can only appeal if you can show the judge made mistakes in the original possession hearing. You'll need to ask the judge for permission to appeal at the end of the original hearing.

If you get permission to appeal, you'll have to apply for an appeal hearing very soon afterwards. You'll have to pay a court fee, unless you qualify for help.

You'll need to get legal advice.

If you're worried about becoming homeless, call East Cambridgeshire Housing Advice for homelessness help and advice.

ECDC Housing Options

You can contact us in any of the following ways:

- *By visiting our Drop-in Surgery's*
Monday, Tuesday and Wednesday between 8:45 to 12:00 (other interviews are appointment only)

East Cambridgeshire District Council
The Grange Nutholt Lane
Ely
CB7 4EE

- *By phone*
01353 665555
- *By email*
Housingmail@eastcambs.gov.uk

- *By writing to us*
Housing Services
East Cambridgeshire District Council
The Grange Nutholt Lane
Ely
CB7 4EE

In emergencies

If you need to contact us outside of office hours in an emergency, please call: 07710978900

Complaint

If you need to complain, please use our separate “complaints” leaflet. You can get a copy from our office.

Advice from other sources

Citizens Advice Bureau information

70 Market Street
Ely
CB7 ALS
0844 2451292 (from landline)
0300300650 (from mobile)

Shelter

88 Old Street
London
EC1V 9HU
Free helpline: 0808 800 4444

East Cambridgeshire District Council

www.eastcambs.gov.uk

☎: 01353 665555

RENTING PRIVATELY?
WHAT YOU SHOULD KNOW