

KNOW YOUR HOUSING RIGHTS



IS YOUR TENANCY DEPOSIT SECURE?
HOUSE HUNTING? TRY



www.nistudentpad.co.uk

Finding a cheap, comfortable roof over your head is not easy.

You are unlikely to find your **'dream home'** straight away.

However, knowing what to look out for and understanding exactly what you are agreeing to when you do decide to rent is half the battle.



Finding Accommodation

Moving into a shared house or flat is one of the largest single financial commitments you will make whilst on your course i.e. monthly rent, deposit, bills etc.

This guide is designed to make the whole process easier, and to draw your attention to a few potholes to prevent you from running into problems.

What is a HMO?

Where 3 or more people from different families live together, the house or flat is known as a House in Multiple Occupation (HMO). Most student houses or flats are HMOs and the landlord is required to comply with special HMO legislation as enforced by the Housing Executive.

House Hunting

First stop is to search the website www.nistudentpad.co.uk for your ideal student accommodation. The Housing Executive makes this website available free of charge to both landlords and students.



We know how important it is to find the right accommodation in order that you can relax and enjoy a full social and academic life. Therefore, **NiStudentpad** endeavours to provide a comprehensive and constantly changing database of both private and University property so that you can make an informed choice to find the property most suited to your needs as easily and as quickly as possible.

Viewing the Property

Try and visit the property/location during the day as well as the evening. Inspect the accommodation carefully. Finding a house takes time - remember, once you have signed the lease it is legally very difficult to terminate.

Ensure that the property is basically safe, clean, warm and comfortable. It is a fact that the number of deaths from fire in HMOs is many times higher than in family occupied dwellings, and this risk increases with the size of the house. For this reason the Housing Executive has set standards for HMOs regarding fire protection, kitchens, washing and toilet facilities and minimum space.

The minimum fire standards in a HMO are:

- A hard-wired detection and alarm system (battery operated alarms are not acceptable);
- Easy opening devices on front and back doors. You **must not** need to use a key to open the door when the house is full of smoke;
- Water extinguishers at each landing;
- A CO₂ extinguisher beside the meter box;
- A fire blanket in the kitchen.



In Belfast some HMOs are required to be registered with the Housing Executive and registered houses must meet these and other standards. The website, www.nistudentpad.co.uk clearly shows which houses are registered. The Housing Executive recommends that students should seek only registered houses and the HMO Registration Scheme has now been revised that all HMOs in Northern Ireland must be registered by 2014.

Therefore, when considering a house, students should ask the landlord to see the following:

- A Certificate of Registration with the Housing Executive. If this is available the student will know that all safety standards have been applied to the house. If this is not available the student should look for;
- A Corgi Gas Certificate if there is any gas installation in the house;
- The presence of proper Fire Protection Equipment;
- Wheelie bins which must be provided by the landlord. You may have signed an inventory that says wheelie bins have been provided, but you must check that they are actually there;
- Good security for doors and windows, remembering there must be easy opening devices on external doors and escape windows.

If you cannot get answers to these questions and the property is an HMO, do not proceed without taking advice from the HMO Unit at the Housing Executive, Belfast, Tel: 08448 920 900 (<http://www.nihe.gov.uk/index/yh-home/renting-privately/hmo.htm>)

Setting up the Tenancy

- **A Written Tenancy Agreement or written Statement of Tenancy Terms.**

A landlord is required by law to provide a written statement of tenancy terms where the tenancy commenced after 1st April 2007 (Appendix 1). This is an important legal document which generally protects the rights of the tenant. It is also a **legally binding contract** which commits the student to the tenancy for the time period set out in the agreement. Where the tenancy is for a fixed term the landlord cannot change the terms of the tenancy without the agreement of the tenant.

- **The Tenancy Deposit**

It is usual practice for a landlord to ask for a tenancy deposit before the tenant can move into the house or flat. The landlord must state clearly in the written tenancy terms the circumstances under which all or part of the deposit may be withheld at the end of the tenancy. If the deposit is retained without good reason by the landlord at the end of the tenancy, the tenant can make a claim through the Small Claims Court. The Housing Rights Service can provide advice to tenants about this.

- **A Rent Book**

The Landlord is required by law to provide the tenant with a rent book. This records the rent which has been paid each month and can prevent disputes or claims that rent has not been paid (Appendix 2). The rent book must be held by the tenant who should make it available to the landlord for updating for each payment of rent.



- **Inventory**

The purpose of the inventory is to accurately record the condition of the property and contents before you move in. It is in the interest of the student to check the inventory fully for all items present in the house. Sometimes a landlord will provide such a list, but it is important for the student to check it and report any discrepancies. If a student signs an inventory for an item which is not actually in the house, such as a wheelie bin, the landlord can deduct payment for this from the tenancy deposit at the end of the tenancy.

- **Who Pays for Services**

The tenants may be responsible for paying for electricity and gas, but it is important to clarify this at the start. It is also important to know if the tenants are required to pay separately for rates, and all this should be clearly set out in the written terms of the tenancy.

- **Payment of Rates**

Check with your landlord if the rates for the property are included in the overall rent.

During the Tenancy

- **Repairs**

Under the HMO Management Regulations a HMO landlord or manager is required to ensure that installations, including electrical, gas, lighting, heating, kitchen and sanitary installations shall be maintained in repair, clean condition and proper working order. The Housing Executive can enforce these regulations.

Apart from this, your tenancy agreement should set out responsibilities for repairs and maintenance. If it is not included in the tenancy agreement, and the tenancy commenced after 1st April 2007, the law places responsibility for repairs on the landlord.

If repairs are needed, inform your landlord in **WRITING** as this effectively obliges the landlord to fulfil his duty to repair the property (keep a copy of the letter)

– TAKE NO NONSENSE!

If the landlord refuses to carry out repairs to the house, and the house is a HMO, the Housing Executive can usually serve a statutory notice on the landlord requiring the necessary works to be carried out. In some cases it may be a contravention of the HMO registration scheme if the landlord allows disrepair to continue. Alternatively your district council may have powers to enforce the repairs. (See telephone numbers at end of leaflet)

Remember, if the disrepair in your HMO is severe enough to classify your house as “Unfit for Human Habitation”, and the Housing Executive inspects the house to enforce the repairs, the case will be referred to the Rent Officer. The Rent Officer will then set a lower level of rent for the house until the repairs are completed. It may therefore be financially beneficial to report the disrepair in your house to the Housing Executive, **tel: 03448 920 900**.

- **Landlord Access to the House**

The landlord must be allowed reasonable access to the house, at reasonable times, to inspect and to carry out repairs. The tenant must be given reasonable notice of this, at least 24 hours. If a landlord enters the house at unreasonable times, or without notice, it can be seen as harassment.

- **Harassment and Illegal Eviction**

Harassment can take a variety of forms such as;

- persistent access to the house without permission;
- using threats or sexually or racially abusive language;
- the withdrawal of necessary services such as electricity;
- withholding keys, or only giving one set of keys where there is more than one tenant; and
- failure to carry out or complete necessary repairs etc.

If you experience harassment by the landlord the case may be referred to the Housing Rights Service who will provide appropriate advice.

- **Vermin**

No house should be infested with vermin – rats or mice – nor with other pests such as cockroaches. The local Council will deal with rats and mice **HOWEVER** rubbish not put into bins entices and indeed feeds vermin. It is essential that **all** rubbish is stored properly.

- **Insurance**

Statistics show that one in every four students are victims of theft. You are strongly advised to ensure that you are fully insured.

Your responsibility

You have a responsibility to act in a “Tenant-like manner”. This means:

- Performing small tasks around the house i.e. changing light bulbs;
- Not damaging the house;
- Refuse collection! Remember to put the wheelie bin out – and to bring it back in again; and
- Secure the property when you go away for the weekend – lock all doors and windows!

BE A GOOD NEIGHBOUR

Imagine you parents having new neighbours each year, and wondering what it will be like to live beside them. When you move into your accommodation you will become part of a community. Try and...

- be reasonable about noise and parties – if you are having a party let your neighbours know in advance.
- make an effort to know your neighbours and establish a friendly relationship.
- ask guests to be quiet when they leave your house.
- if you have a car, be considerate about parking.
- keep your garden and the area around your house tidy and rubbish free.

Moving Out

In general, the ending of a tenancy proceeds smoothly enough.

Leave the flat in a clean and tidy condition, otherwise the landlord will charge you for cleaning and removal of rubbish.

How to Complain

If you wish to complain about any aspect of your rented house or flat the following telephone numbers can be used.

BELFAST/JORDANSTOWN

a) Fire Standards

Safety Certificates

Lack of Wheelie bins

b) Repairs:

Housing Executive HMO Unit

Tel: 0344 8920 900 (all areas)

Housing Executive HMO Unit

Tel: 0344 8920 900

Belfast City Council

Tel: 028 90 320202

Newtownabbey Borough Council

Tel: 028 90 340000

DERRY/COLERAINE

c) Repairs

Derry City Council

Tel: 028 7136 5151

Coleraine Borough Council

Tel: 028 7034 7034

ALL AREAS

Tenancy/Landlord

Advice:

Housing Rights Service

Tel: 028 9024 5640

<http://www.housingrights.org.uk>

Citizen Advice

www.citizensadvice.co.uk

Rates Advice:

Land & Property Services

Tel: 0845 300 6360

Community Safety

Wardens:

Belfast: 028 9032 4186 or 07920186084

Derry: 028 7136 5151 or 07738916208

Noise Control

**Belfast: 028 9027 0428 (day) 028 9037 3006 (night);
or contact your Local District Council**

Registered HMO

Incident Report

08000 213 155 (24 Hour) - AnServe

Accommodation Sources

Nistudentpad: www.nistudentpad.co.uk



Appendix 1

A Statement of Tenancy Terms must include:

- 1 Address of premises
- 2 Name(s) of tenant(s)
- 3 Name and address of landlord
- 4 Contact phone number of landlord
- 5 Name and address of agent (if any) and a description of the services provided on behalf of the landlord
- 6 Contact phone number of agent (if any)
- 7 Emergency out of office hours telephone contact number
- 8 The term of the tenancy (weekly, monthly, quarterly etc.)
- 9 The tenancy commencement date
- 10 The duration of the tenancy and the termination date (if any)
- 11 The notice of termination which must be given in writing by landlord and tenant (except in the case of a fixed term tenancy) which must be no less than 4 weeks
- 12 The rent payable, the dates on which this is due and the method of payment
- 13 The amount of rates payable and a statement as to whether this amount is included in the rent figure
- 14 The amount and purpose of any returnable or non returnable deposit payable, and the conditions under which it will be repaid (if applicable)
- 15 The amount and description of any other payment which the tenant is required to make in addition to rent and rates (for example, in respect of heating)
- 16 The repairing obligations of both landlord and tenant
- 17 Details of any other obligations on landlord or tenant forming part of the tenancy agreement
- 18 An inventory of any furniture or furnishings provided under the tenancy

Repairs

Your landlord is obliged to keep in repair all gas fittings, flues and installations. Responsibility for other repairs is determined by your tenancy agreement, but you can get help from the Housing Executive's HMO Section or the district council's environmental health department for some items of disrepair.

Appendix 2

Information that must be provided in a Rent Book

- the address of the premises
- the name of the tenant
- the name, address and telephone number of the landlord
- the name, address and telephone number of the landlord's agent (if any)
- the rent payable and the period covered by each payment
- the capital value of the dwelling
- the rates payable by the tenant, in addition to rent, and the period covered by each payment
- the amount and description of any other payment which the tenant is required to make in addition to rent and rates (for example, in respect of heating)
- the tenancy commencement date

The landlord must provide the tenant with a Rent Book, and the tenant should make it available to the landlord so that each month's rent payment may be recorded in it.

This protects the tenant against any possible false claims about non-payment of rent.



Housing Executive

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www.nihe.gov.uk

This leaflet is available in other formats
Please contact HMO Unit
Tel: 03448 920 900