

Guide to private sector househunting

www.shu.ac.uk/accommodation/find/private-sector



Where do I start?

Accommodation Services can provide

- lists of properties owned by private landlords who have registered with Sheffield Hallam University, all of which agree to meet the conditions of the University's Code of Practice
- free advice and guidance on all aspects of househunting
- knowledge of the local area, and types of properties that might suit you
- 24 hour access to property information at www.shu.ac.uk/accommodation/find/private-sector

Hallam Union's Advice Centre provides free, independent and confidential advice on all aspects of housing such as

- contracts
- deposits
- repairs
- utility bills and council tax
- your rights as tenants and your landlord's obligations.

For more information visit www.hallamunion.org/advice/info-housing

There are other organisations that you can get advice from regarding your accommodation and these are listed in the back of this guide.

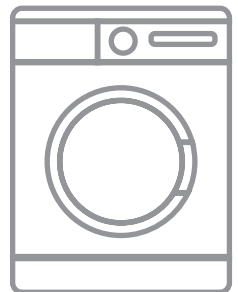
Househunting week

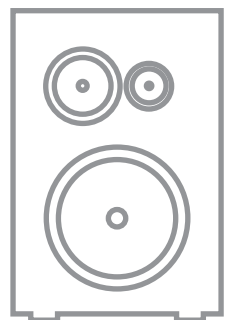
A great way to find private sector housing is to join househunting week which is run for a two week period during September. Contact Accommodation Services for more information.



Sheffield Hallam Registration Scheme

All properties advertised through Accommodation Services will comply with our Code of Practice and that of Sheffield City Council.





Top ten tips for good househunting

Hints and tips for finding accommodation in the private sector

1. Think before you sign

Ensure you understand your contract before you sign it. You can get it checked at Hallam Union's Advice Centre or Accommodation Services.

2. Can you afford the rent?

Rent can vary a great deal and you usually get what you pay for. A property for £30 per week is unlikely to be of a great standard or in a good location. Alternatively, some private residences can cost upwards of £100 per week. Can you afford it?

3. Never view a property alone

Always take someone along for your own safety... and two opinions are better than one.

4. Location, location, location

Make sure that the property is in the right place for you. Is it close to your campus, shops and any other amenities you're likely to use often.

5. Use the checklist in this guide

Ask questions as you are shown around – use the checklist at the back of this booklet.

6. Is the property and the area safe?

Don't be afraid to spend time looking at all parts of the property for safety hazards and security measures. Ask to see the current gas and electricity safety certificates and make sure the furniture is fire resistant.

7. Is the property in good condition?

Look for obvious repairs that have not been carried out. Ask the landlord to put in writing any proposed repairs and decorating they have promised before you sign anything.

8. It's good to talk

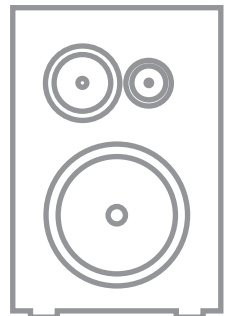
Talk to the current tenants as they are usually the best people to ask for information. They can give you an honest opinion on the property and location (and the landlord), the good as well as the bad.

9. Get insured

Unfortunately thieves see students as an easy target so make sure your possessions are covered for theft. Your policy may also cover accidental damage to the landlord's property which could come in handy. Check to see if you are covered by your parents' home insurance.

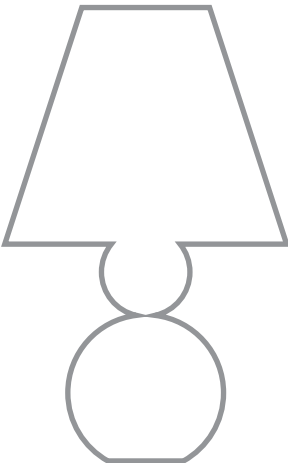
10. Know your rights

Be aware of your legal rights and responsibilities as tenants and your landlord's responsibilities. You can visit the Hallam Union's Advice Centre for advice on this or any other aspect of your student housing.



Should you sign on the line?

You should always ensure you understand everything before you sign a contract. *Once you sign on the dotted line there is normally no easy way out.*



Tenancies and licences

- a contract is a legally binding agreement between two parties that can be written or verbal
- it is normally made between landlords and their tenants
- if you are offered a 'licence' agreement (often if you live with a resident landlord) instead of a 'tenancy agreement', seek further advice as licences give you substantially less rights

Assured shorthold tenancy agreements

The majority of students are offered a 'fixed term' assured shorthold tenancy. This sort of agreement is a tenancy and it gives the occupier 'exclusive possession' of the premises. Possession of the premises is temporarily transferred from the landlord to the tenant for the period of the tenancy. A fixed term gives a clear end and start date and, once signed, the landlord and tenant are bound by this agreement.

Single and joint tenancy agreements

Contracts can be 'single' or 'joint'.

A single contract will typically be for a specified bedroom eg top floor front bedroom and use of the communal areas with the rent stated as the amount for one person (eg £250 per month).

A joint contract will typically have all tenants' names on it and will state the rent for the whole property (eg £1000 per month). In this case the group will be renting the house as a single entity.

Joint contracts make all tenants 'jointly and severally' liable for the whole rent. In other words if one tenant cannot – or will not – pay their share, the landlord can pursue the other tenants for it. This may seem unfair but is perfectly legal.

So make sure this is what you want before signing a joint contract.

Please note that due to the level of shared risk involved, Sheffield Hallam University advise against signing joint tenancies where possible.

I want to break my contract..

If you have signed a fixed term contract, then you are usually tied into paying rent until the end of the tenancy. If you wish to leave early, you will usually need the landlord's permission. This will normally only be given if you find a suitable replacement for your tenancy. Seek advice if you find yourself in this situation.

Important information

This is a very simplified guide to a very complex area of law. Hallam Union's Advice Centre can check your contract or offer advice on housing issues. Additional advice is available from Accommodation Services.

Basically – get your contract checked before you sign on the line.

That's not fair

Just because a clause exists in your contract doesn't mean it is automatically legal and binding. Some clauses included in contracts by landlords may be considered 'unfair' and therefore potentially unenforceable.

Any tenancy agreement should be written in clear, understandable language without unnecessary legal jargon and long complicated sentences. In addition to this it should not give the landlord too much advantage over their tenants and must not attempt to reduce their statutory (legal) rights.

Examples of unfair terms include excessive penalties for late rent payment or a clause making tenants pay for repairs that are the landlord's responsibility.

The Office of Fair Trading (OFT) issues very useful guidance on unfair terms in tenancy agreements. If you think your tenancy agreement contains unfair terms you should visit the Hallam Union's Advice Centre or contact the OFT for further information.

All the contact details are at the back of this guide.



Take your time and think about...

Who?

Who do you want to live with and will it work? Living with someone can be very different to knowing them socially, and remember that you'll be living together for a year. So don't rush into it.

What?

What do you want from an area? The location may be great for shops and nightlife, but if it involves a lot of travelling time to your lectures every day it may not be suitable. It can be a false economy to get a cheap house that is miles from anywhere if you are regularly catching a taxi back to your house late at night, or spending money on bus fares.

Where?

Most of the areas shown on the Sheffield Hallam website (www.shu.ac.uk/accommodation) are popular with our students and are within walking distance of both campuses. Many are close to a good range of shops, restaurants and bars. However, quieter areas are also available if required.

Advice on which areas would be most suitable for your requirements is available from Accommodation Services who can also help you find accommodation with like-minded students. Advice can also be obtained on which areas have self-contained flats and apartments if you don't want to share.

When?

If you have a family you may prefer to look further a field to a more suburban area, avoiding student areas altogether.

Take your time – there is no urgent rush to sign up to a property before you are ready. Sometimes you may feel pressured into signing a contract – this is not necessary. Sheffield has a huge amount of student accommodation so if you are not sure about a particular property, don't commit to it or sign anything.

Remember that there are plenty of other properties out there.



Your good health

Gas safety

Every year people die as a result of faulty gas appliances – so make sure that your landlord shows you an up-to-date GASSAFE Landlord Gas Safety Certificate for every gas appliance. It's a legal requirement so contact the Health and Safety Executive (HSE) if your landlord does not have them.

Electrical

Check that the wiring has been checked by an approved electrician in the last three years. If it has, your landlord should have electrical safety certificates... ask to see them.

Fire safety

Make sure there are smoke detectors (ideally wired to the mains), plus a fire extinguisher and fire blanket in the kitchen.

By law all furniture should be fire resistant and have a label to prove it... go on, have a look under the cushions for the labels while you're looking around the house. If there are no labels it might not be fire resistant.



Security

Student houses are often seen as easy targets for burglars due to the number of electronic goods combined with often poor security measures.

You can reduce your chances of being burgled by ensuring your house has basic security. Does your house have

- solid five lever mortice locks on the external doors?
- locks on the windows? (make sure you know where the keys are if you need to get out in an emergency)
- a burglar alarm?
- outside lighting?

Of course, your house could be a fortress but if you leave your door or window open it makes it far more prone to burglary.

Heating

This may not seem that important if you are looking around houses in the summer, but by the winter it's obviously important to have good heating.

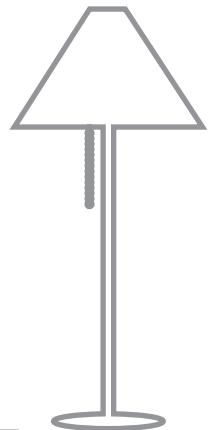
Make sure you know

- how the house is heated
- if there is double glazing
- if the water pipes and loft are insulated
- how much the bills normally are.

Use the checklist at the back of this guide to ensure that your house is safe, secure and warm.

Viewing tips

- view as many houses as possible
- view as a complete group if you are looking to share a house
- don't feel pressurised to sign a contract



The name's bond...

A bond or deposit is an amount of money held by the landlord that should be returned to you at the end of the tenancy – as long as the property is left in a satisfactory condition. In practice you are unlikely to get your bond back until the rent and bills have been settled as well.

What is Tenancy Deposit Protection?

Starting a new tenancy with a private landlord or agent

When you pay a deposit your landlord or agent must protect it using a government authorised tenancy deposit scheme. Make sure you ask your landlord about it. The government wants to make sure your tenancy deposit is protected so that

- you get all or part of your deposit back, when you are entitled to it
- any disputes between you and your landlord or agent will be easier to resolve

Moving in

At the beginning of a new tenancy agreement, pay your deposit to your landlord or agent as usual.

From within 30 days the landlord or agent is required to give you details about how your deposit is protected including

- the contact details of the tenancy deposit scheme
- the contact details of the landlord or agent
- how to apply for the release of the deposit

- information explaining the purpose of the deposit
- what to do if there is a dispute about the deposit

If you don't get this information, ask your landlord or agent 'how is my deposit protected?'

Safeguarding your deposit

You have a responsibility to return the property in the same condition that it was let to you, allowing for fair wear and tear. It's a good idea to make sure that when you sign your tenancy agreement you

- keep a detailed list of contents (furniture and fittings)
- record the condition of the property and its contents (using photographs)
- check the circumstances in which your landlord or agent could have a claim on your deposit

How does it work?

Who are the organisations running the schemes?

The three Tenancy Deposit Schemes are

Tenancy Deposit Solutions Ltd

www.mydeposits.co.uk
0844 980 0290

The Tenancy Deposit Scheme

www.tds.gb.com
0845 226 7837

The Deposit Protection Service

www.depositprotection.com
0844 4727 000

Ask your landlord which scheme is protecting your deposit.

What should you do if your landlord or agent hasn't protected your deposit?

You can apply to your local County Court. There is no provision to allow the landlord or agent any additional time to protect the deposit. If your landlord or agent has not protected your deposit and provided you with the relevant information within 30 days of receipt they may be ordered to pay you compensation of up to three times the amount of your deposit.

Moving out

At the end of the tenancy, check whether you are leaving the property and its contents in the condition in which it was let to you, allowing for fair wear and tear, and check that you have paid your rent and any other expenses. Then agree with your landlord or agent how much of the deposit should be returned to you. You should receive the agreed amount of the deposit within 10 days.

Resolving disputes

When you move out, if you and your landlord or agent can't agree how much of your deposit should be returned, there will be a free service offered by the scheme protecting your deposit to help resolve your dispute. Check the information your landlord or agent gave you at the beginning of your tenancy for details. Your landlord cannot give notice that he is repossessing the property at the end of the tenancy until he has protected the deposit and told you how it is protected.

Paying the bills

Living in private rented accommodation will usually involve paying your own utility bills (unless your landlord offers an inclusive rent).

Household bills can often become the cause of many disputes and arguments within a shared house. It is important to understand where you stand legally regarding liability for bills and how to avoid unnecessary problems.

Who is responsible?

Your tenancy agreement should state who is responsible for paying the bills, and generally all tenants will be jointly and severally liable for bills. This means that if an electricity or gas bill becomes due, the utility company can pursue all of the tenants – as long as their names are on the account.

Legally a utility company should only pursue a tenant if they are named on the bill. This can result in many problems in shared houses where some individuals are named on the bills and some are not.

It is therefore advisable when moving into a property to take the following steps

- take meter readings and ensure the utility companies are aware of the date you moved into a property – this will prevent you being billed for the previous tenant's bills

- make sure that the names of all tenants are on the utility bills
- get forwarding addresses/parent's addresses for all housemates so problems don't arise if people move out

Council tax

If a property is occupied solely by full-time students the property will be exempt and no council tax will be payable. If it is occupied by both students and non-students there may be a bill payable.

Full-time students will not be 'jointly and severally liable' for council tax. This means that even if there is a bill payable on the property you will not be liable to pay it (as long as you have got an exemption certificate).

TV license

Students are not exempt from buying a TV license.

You should ensure you have an up-to-date license or you could end up receiving a hefty fine. You will also require a TV license if you watch television on your PC.

Rent

Can you afford it?

Does your loan cover your rent with enough left over for you to live on?

Work out what the annual rent will be before you agree and sign any contracts.

Payment dates

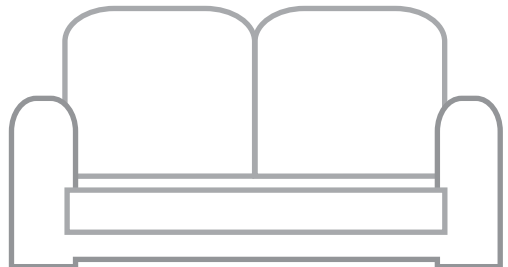
Make sure that any rent payment dates you agree ties in with the dates your student loan comes through.

Payment methods

Setting up a standing order with your bank is normally preferable to paying by post-dated cheque.

Problems

If you are having problems paying your rent, talk to your landlord. The Advice Centre offers debt and finance advice free of charge.





Can we fix it?

Who is responsible?

Repairs account for a high proportion of problems in private sector housing. In most cases the liability for carrying out and paying for the repair will be your landlord's.

This will not always be the case though and depends on

- your contract
- the law
- any verbal agreements made with your landlord

For Assured Shorthold tenants the landlord is responsible for the upkeep of the major structures of the house, including

- exterior of the building, including drains, gutters and external pipes
- plumbing and baths, toilets and sinks
- installations for the supply of gas and electricity
- fixed heaters and water heating equipment

It would normally be expected that items supplied as part of a 'furnished' property would be the landlord's duty to repair. However, minor repairs such as changing light bulbs would be the tenant's responsibility.

Reporting problems

It is worth noting that your landlord is only obliged to carry out a repair once they have been made aware of it. So make sure you report any repairs that need doing in writing to ensure that everyone is clear and keep a copy of the letter.

The Advice Centre can help with details on what to do and who to go to if repairs are not being carried out.

It may sound simple but the first person to contact is your landlord – they cannot be expected to carry out repairs if they have not been informed of their existence.

Your home is your castle

A tenancy agreement gives you the right to treat your accommodation as your own home. 'Quiet enjoyment' is the legal term that refers to your right as a tenant to be able to live in a property without undue interference from your landlord or anyone else who does not live in your property.

Not all tenants have this right to the same degree though, such as if you live in the same house as your landlord.

Reasonable notice

Regardless of whether it is to inspect the property, to show prospective tenants round or to carry out repairs, your landlord (or anyone acting on behalf of your landlord) must give you reasonable notice (normally 24 hours).

Illegal eviction

If a landlord wants to evict a tenant and regain possession of the property, there is a specific legal procedure to follow. This procedure will depend on what type of tenancy you have but usually involves giving the tenant the correct notice and applying to the County Court for a court order to gain possession of the property.

If your landlord attempts to evict you without following the correct procedure, or even threatens to do this, they may be committing the criminal offence of illegal eviction.

Harassment

Harassment can take many forms but can be defined as

- acting in a way likely to interfere with an occupier's peace or comfort
- persistently withdrawing or withholding services.

It is important to seek advice if you think that your landlord is harassing you.

Behaviour

It is your responsibility to behave and respect the property, neighbours and the local community.

Who can help?

If you have been harassed, threatened with eviction or evicted illegally you should contact the Advice Centre or Sheffield City Council's Tenancy Relations Office. The Tenancy Relations Officers have the authority to ensure that landlords follow the correct procedures and can take action against landlords who have harassed or illegally evicted tenants.

Hallam Union's Advice Centre

The Hallam Union's Advice Centre produce a range of leaflets that provide more in-depth information on the most common housing issues and many other related issues.

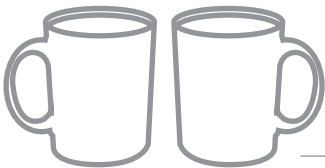
These are available on the Hallam Union's website www.hallamunion.org/advice/info-housing.



And Finally

It is recommended that all bills are put in tenants' names to share the responsibility of paying them.

Do not sign up to tenancy agreements too early. Seek advice from the Advice Centre or Accommodation Services prior to signing up if you are in any doubt.



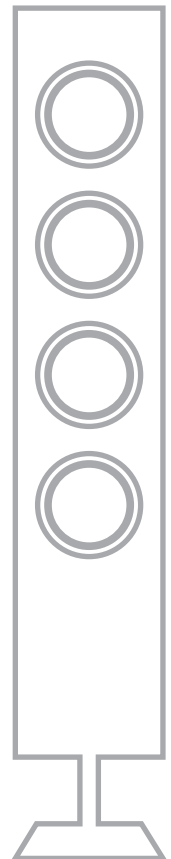
Homestay/ Host Families

Host family or homestay accommodation are resident landlords who provide accommodation within their home.

This accommodation often includes meals and gives you the opportunity to live as part of their family. Homestay is a popular choice for international students who are new to Sheffield, and the UK, and who may be looking to improve their English language skills. Accommodation Services has an online database of this type of housing - visit our website for more information www.shu.ac.uk/accommodation/find/private-sector

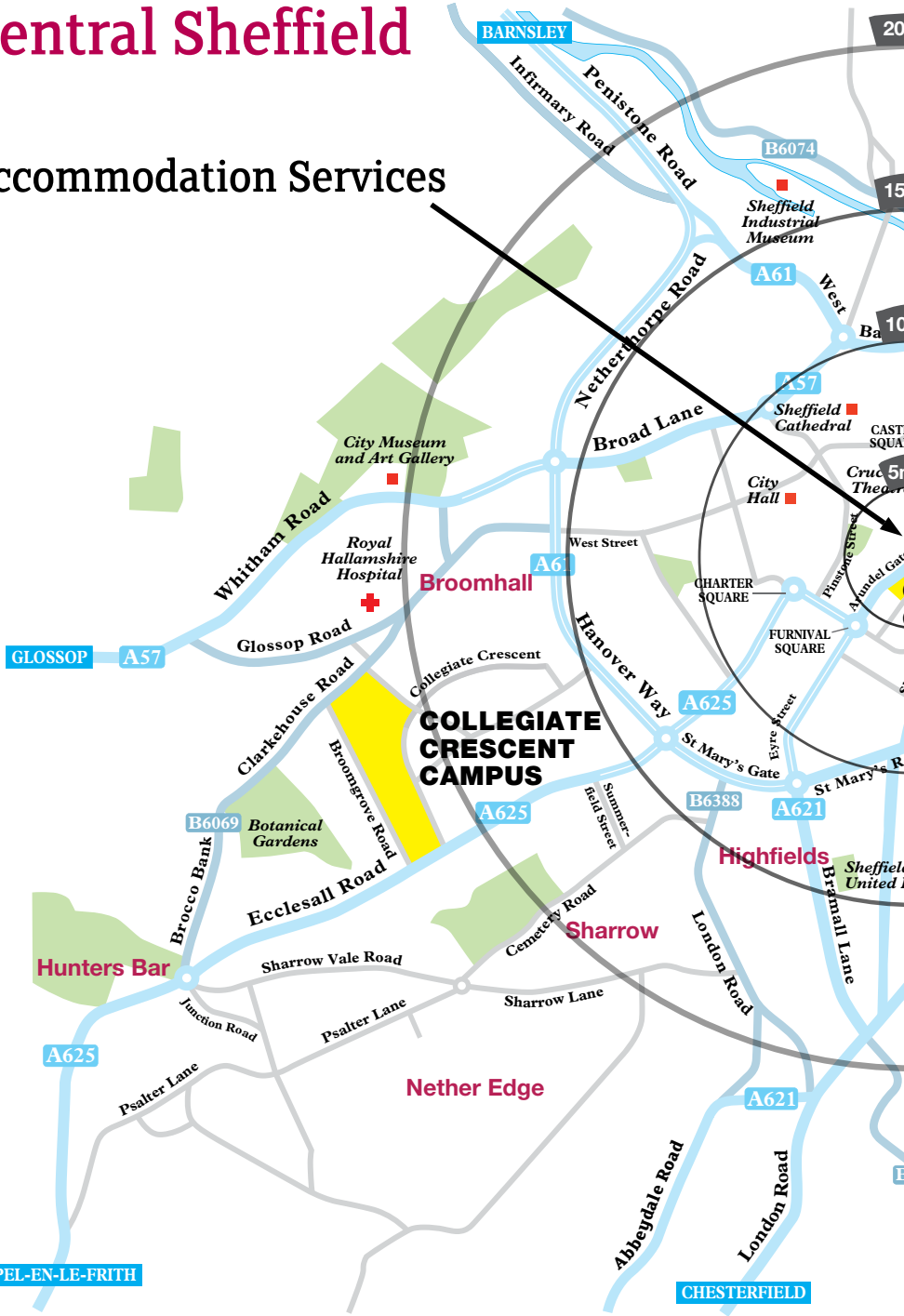
An advantage of this kind of accommodation is that usually you don't have to commit to a contract, and can often stay for as short a stay as you like, which makes ending the arrangement quick and easy. If you opt for homestay accommodation you have fewer rights than people who live in private sector housing when it comes to your landlord giving you notice to leave. You may sign an agreement with your landlord which specifies how much notice your landlord must give you, however, if there is no such agreement your landlord is required to give you reasonable notice (this can be given verbally). After this date the landlord does not require a court order to evict you.

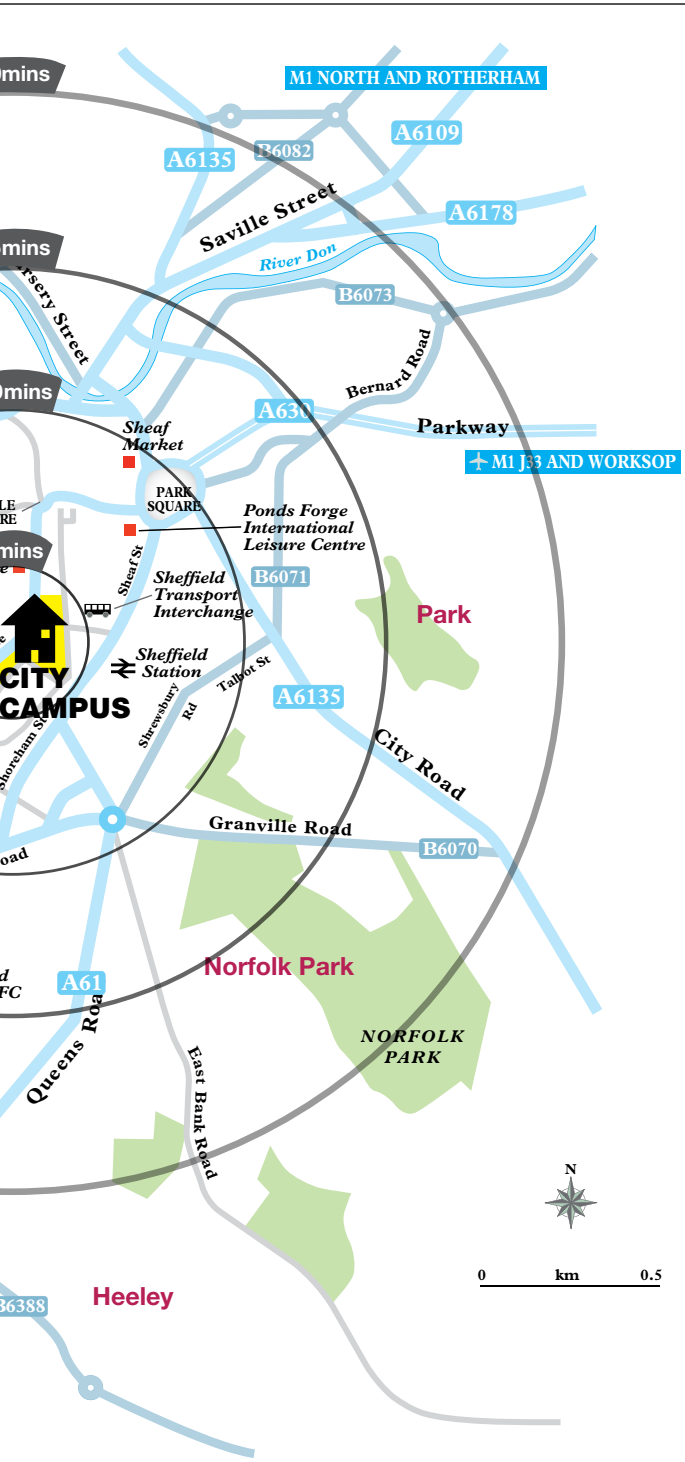
It is extremely rare for students to experience problems with homestay accommodation. For further information, advice or support contact Accommodation Services.



Central Sheffield

Accommodation Services





This information can be made available in other formats. Please contact us for details.

www.shu.ac.uk/accommodation

Contact details

Sheffield Hallam University switchboard

(0114) 225 5555
www.shu.ac.uk
Email enquiries@shu.ac.uk

Sheffield Hallam Accommodation Services

(0114) 225 4504/5
www.shu.ac.uk/accommodation
Email privatesectoraccommodation@shu.ac.uk

Hallam Union's Advice Centre

(0114) 225 4148
www.hallamunion.org/advice/info-housing

Sheffield City Council Housing Aid

Housing Advice Section
(0114) 273 4680
www.sheffield.gov.uk/in-your-area/housing-services

Sheffield City Council Tenancy Relations Officer

Illegal eviction or harassment
(0114) 273 5876
www.sheffield.gov.uk/in-your-area/housing-services/private-sector-housing/private-landlords/tenancy-relations

Health and Safety Executive (HSE)

Gas Safety Advice Line
0800 300 363 www.hse.gov.uk

Citizens Advice Bureau

Consumer Helpline
08454 04 05 06 9am-5pm Monday to Friday (except bank holidays)
www.adviceguide.org.uk

Trading Standards

Furniture fire safety and electrical appliance safety
(0114) 273 6290 www.tradingstandards.gov.uk/sheffield

Shelterline

8am-8pm Monday to Friday, 8am-5pm Saturday and Sunday
0808 800 4444 <http://england.shelter.org.uk>

Police

101 for community safety issues, including certain non-emergency crime, policing and anti-social behaviour.
(0114) 220 2020
0800 555111 for Crimestoppers

TV Licensing

www.tvlicensing.co.uk

University statement on provision of services

Sheffield Hallam University undertakes to take all reasonable steps to provide the services set out in its prospectus and in this publication. It does not, however, guarantee the provision of such services. Should industrial action or circumstances beyond the reasonable control of the University interfere with its ability to provide the services, the University undertakes to use all reasonable steps to minimise the resultant disruption to those services.

Information contained in this publication is correct at the time of going to press. This guide is not intended to form part of the contract between the University and its students.

