

# HOUSE HUNTING

**Viewing and Securing a Property**

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## Viewing a property

Before you pick a property, you should inspect your potential new home as closely as possible. Don't just sign up for a room because the landlord is offering a free case of beer or because it is next door to your mates!

Use our [Housing Checklist](#) to ensure that you find a student room that it will be safe and meet all your needs. Keep in mind that rent for a whole year is a massive drain on your funding and you will be spending loads of time there.

Choose wisely for a hassle free year. Even if you follow this list, the best reference for the property and landlord will come from the current tenants. Try to speak to them without the landlord there, get a true picture of what it is like to live in the property, and whether the landlord has been prompt in responding to requests for repairs etc.

You can also look up properties and estate agents to find a review, through the **Rate Your Student Home** [website](#).

## Fees

The law on tenancy fees has changed with the new **Tenancy Fees Act 2019**. As of 1<sup>st</sup> June 2019 the only payments in connection with a tenancy that you can be charged by a landlord or an agent are:

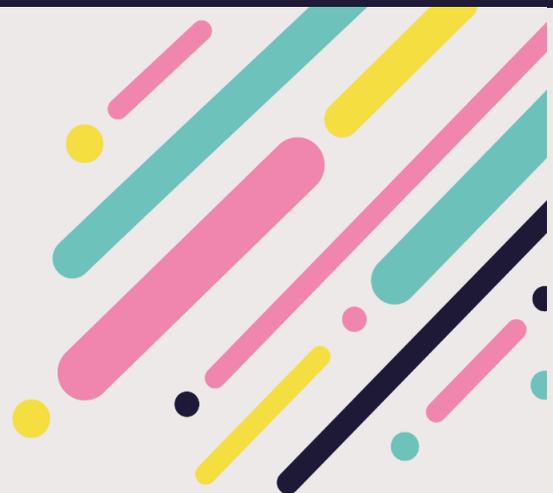
- the rent
- a refundable tenancy deposit capped at no more than five weeks' rent where your total annual rent is less than £50,000, or six weeks' rent where your total annual rent is £50,000 or above
- a refundable holding deposit (to reserve a property) capped at no more than one week's rent
- payments to change the tenancy when requested by the tenant, capped at £50, or reasonable costs incurred if higher
- payments associated with early termination of the tenancy, when requested by the tenant
- payments in respect of utilities, communication services, TV licence and council tax; and
- a default fee for late payment of rent and replacement of a lost key/ security device giving access to the housing, where required under a tenancy agreement.

If the payment a landlord or agent is charging is not on this list it is not lawful, and a landlord or agent should not ask you to pay it.

If a landlord or agent has charged a prohibited payment please refer to the guide here:

[Tenant Fees Act 2019: Guidance for Tenants](#)

**Important:** Get a receipt for any payments you make. If you've paid a holding fee ask when the security deposit is due and if the holding fee is offset against the deposit or deducted from the rent.



## Deposits

Most tenancy agreements will require you to put down a deposit – this is a sum of money from which the landlord can deduct the cost of repairs and other costs at the end of your tenancy.

### How much will the deposit cost?

A deposit will typically cost about the same as a month's rent. However, there aren't any restrictions on how much a deposit can be, so it could be a bit more or less.

### What can the landlord deduct?

The tenancy agreement should specify exactly what the landlord can deduct for. Usually this will include:

- Repair or replacement to any damaged furnishings
- Repairs to damage to the structure of the property (walls, ceilings, etc.)
- Replacement of any lost or broken plates, pots, pans and eating utensils
- The cost of getting carpets, windows and other parts of the property cleaned
- The cost of disposing of any of your rubbish or recycling.

Most tenancy agreements will allow for “general wear and tear”, meaning that you will only be penalised for damage caused by negligence or carelessness, rather than damage that happens from general usage. However, not all agreements will allow for this – check your tenancy agreement to see if it mentions this.



## Protecting your deposit

The landlord is legally required to place your deposit into a Tenancy Deposit Protection (TDP) Scheme. These schemes are designed to prevent the landlord from unfairly withholding your deposit at the end of the tenancy.

As long as you pay your rent in full, don't damage the property and comply with the tenancy agreement, you should receive the deposit back in full. If you and the landlord have a dispute over the deposit at the end of the tenancy, you can use the scheme's free dispute resolution service to settle it.

Your deposit should be protected under one of the following schemes:

- [Deposit Protection Service](#)
- [MyDeposits](#) - including deposits that were held by Capita
- [Tenancy Deposit Scheme](#)

If you think that your landlord hasn't protected the deposit, you can take them to court. You can make an application to court. We would recommend that you seek legal advice on this matter before issuing a claim.

If the court finds that the deposit hasn't been protected, they can order the landlord to either pay it into a TDP or pay it back to you.

The court can go further than this – they may rule that the landlord should pay you as much as three times the value of the deposit or that you can stay at the property beyond the end of your tenancy.

## Advice on ensuring you get the full deposit back.

The simple answer to this is to just leave the place in as good a condition as you can. You can do that by:

- Taking pictures of the condition of all rooms on the first day of entering the property
- Checking the inventory and replacing any lost or broken items
- Making sure everything is clean
- Getting the garden in good condition (removing weeds, etc.)

If you break or lose something, it may be less expensive to just replace the items yourself, rather than leave it for the landlord to do it and charge you later.

The same goes for cleaning – if you can give everything a good scrub before you leave, the landlord won't have to deduct the cost of hiring a cleaner from your deposit.

For more information on deposits visit Citizens Advice:

[Getting your Tenancy Deposit Back](#)



## Guarantors

*A guarantor is an individual who agrees to cover the cost of your rent if you are unable to pay.*

This is a common inclusion for student tenants – one of your parents should suffice, but another friend or family member can also do this, provided they are over 18. They will need to sign a guarantor agreement.

Landlords will usually want a guarantor who lives in the UK, as it's easier for them to take legal action against a UK resident if they need to.

This may present a problem for you if you're an international student, so if you can't get a UK-based guarantor, you may be asked to pay more rent in advance.

Being a guarantor is potentially risky – if you don't pay your rent, the guarantor may be taken to court for it. However, as long as you always pay your rent on time, it shouldn't cause your guarantor any problems.

### Can the guarantor cover other costs?

Depending on the terms of the agreement, the guarantor may be held financially responsible for damage done to the property, or even court costs incurred by the landlord from any legal action they have had to take against you.

If the guarantor is going to be responsible for more than just rent, this should be explained in the guarantee agreement. However, if this has been communicated to the guarantor verbally and they have agreed, this may also be considered binding.

If you and your fellow tenants are renting under a joint tenancy agreement, you are all equally liable for each other's share of the rent – as a result, if one of your housemates fails to pay the rent one month, your guarantor may have to foot the bill.

### Checks on the guarantor

The landlord may request a credit check on your guarantor – this is quite normal. However, if your guarantor has a poor credit history, you may have to ask someone else.





## What to do if you can't get a guarantor?

You may be one of those students or young people living in England who find it impossible to get a guarantor, perhaps because you don't have a relative or friend who is willing or able to act as guarantor, or you are a care leaver, or you no longer have any kind of relationship with your parents, or you are an international student who can't provide a UK-based guarantor. Here we provide information about possible solutions.

### → Private Guarantor schemes

There are some private companies that offer to act as a guarantor for young people in work or students in return for a fee, such as Housing Hand and UK Guarantor. So, it's the private company that enters into a guarantee contract with the landlord. But they have the right to get their money back from you if they have to make payments to the landlord.

These private schemes typically ask for a co-signer. A co-signer is someone who signs the same agreement as you. As a result, they will be liable to repay any money the company has to pay on your behalf to the landlord.

The difference between being a co-signer and a guarantor isn't so much to do with the legal responsibilities each takes on – these are very similar. It's to do with the fact that these private companies don't usually credit check a co-signer, so they may accept people who would not be able to act as a guarantor.

If you're having difficulty finding someone who meets the landlord's requirements to be a guarantor (see [Guarantors - who they are and what they do](#) for details) then you may want to think about whether you can find someone who might be acceptable as a co-signer instead. For example, someone who isn't a home owner.

You can find more information at [Housing Hand](#) and [UK Guarantor](#) (private guarantor schemes).

### → Bursaries, scholarships and other support offered by universities and colleges

If you're a student who can't get a guarantor, you can ask the [Student Welfare Service](#) if the university provide bursaries or scholarships or any other financial support specifically for students in your situation. For example, some universities and colleges offer bursaries to help care leavers avoid becoming homeless in the summer holidays or to help you pay a larger deposit or extra rent in advance to help you reassure your landlord that they can accept you as a tenant with confidence.

## → **Unite Foundation Scholarship Scheme**

The Unite Foundation is a charity that provides care leavers and students who no longer have any relationship with their parents with the opportunity to apply for free accommodation for 3 years of undergraduate study at some universities. You can find more information about eligibility and the benefits and responsibilities of receiving a Unite scholarship at [Get a scholarship](#).

## → **Other options**

If you haven't got a guarantor, you may be asked/ or could offer to pay between 6 months' and the whole contract period of rent upfront. However, we understand that this might not always be a practical option.

While the landlord is required to keep any deposit money in a deposit protection scheme, you could still be at risk of losing all or some of your deposit money if you are a joint tenant and one or more of the other tenants doesn't pay what they owe to the landlord. Paying a large amount of rent in advance can leave you open to fraud or problems getting the money back if the tenancy ends early for any reason.

There are tenant referencing and insurance companies that offer rent guarantee and legal expense insurance to landlords.

Typically, landlords can buy 6-month or 12-month policies for premiums between about £50-£60 and £100 to safeguard their rental income up to a fixed monthly maximum, for example, £2,500. If your landlord carries such insurance they will be protected if you don't pay your rent. You could offer to pay the premium for this type of insurance in return for your landlord waiving their requirement for a guarantor. However, it is probably a condition of any rent guarantee insurance that you, as the prospective tenant, are reference checked. The company providing the insurance may insist on you having a guarantor, irrespective of what the landlord thinks. But it may be worth investigating this possibility.

You could consider renting from a resident landlord – so you would share living room and kitchen with them but have your own bedroom, possibly ensuite. Although this will restrict your legal rights, (they do not have to go to court to evict you) the upside is that resident landlords are often more flexible and typically don't require a UK-based guarantor. It's not easy finding a resident landlord but you could try asking around among your friends, colleagues and family and also search online to see if they know of anyone.

For further information from Citizens Advice, please visit: [Guarantor information – Citizens Advice](#).



## Right to rent

If you are renting directly from a private landlord, the landlord or agent will ask to check your personal documentation to make sure you have the '*right to rent*'.

- You will have an automatic right to rent if you are a British Citizen, a national of the European Economic Area or of Switzerland
- You will have a right to rent if you are from outside the EEA or Switzerland but have unlimited right to remain in the UK.
- You will have a limited right to rent if you are from outside the EEA or Switzerland and have a limited right to remain in the UK.

You can find more information on the GOV.UK website:

[Right to Rent document checks: A Users Guide](#)

[How to Rent - A guide for current and prospective tenants in the private rented sector in England](#)

[leicesterunion.com/advice](https://leicesterunion.com/advice)

**Advice Service**

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