

BEST PRACTICE GUIDE TO STUDENT LIVING

FOREWORD

This guide was proposed in April 2008 by the Cardiff Landlords' Forum. A steering group was established under the leadership of Masud Ahmed, Vice Chair of the forum with the aim of producing a guide that would improve relations between landlords, student tenants, the Universities and Cardiff Council's private sector housing department and Rhondda Cynon Taff.

In writing this guide there has been a high degree of co-operation between the Landlord Forum, the Accommodation Officers from each University, Student Advice Services, the Housing Advice Unit, Cardiff's Advice & Representation Centre, Student Union Managers and their sabbatical officers as well as a range of students from various year groups. All these links have been expertly facilitated by Kieran McCann, the Student Liaison Officer who has worked hard to ensure all views are represented.

The guide is envisaged as being a 'living document' that can be updated regularly in the light of legislative change and comments from landlords, University accommodation offices and tenants.

There are a number of people without whom the guide would not have seen the light of day and their contribution is gratefully acknowledged. They include:

Catherine Bancroft-Rimmer, Housing Services Manager, University of Sussex
Kim Bird, Vice-Chancellor's Office, UWIC and Steering Group, Cardiff Landlords' Forum
Douglas Haig, Seraph Estates and Cardiff Landlords' Forum
Bethan Jones, Operational Manager, Private Sector Housing, Cardiff County Council
Howard Kilvington, Guild of Residential Landlords
Kieran McCann, Student Liaison Officer working in partnership with Cardiff Council, Cardiff, UWIC and Glamorgan universities
David Miller, David Miller Property Management and Cardiff Landlords' Forum
Marilyn Morgan OBE, Morgan Properties and Cardiff Landlord Forum
Gill Phillips, David Miller Property Management
Dave Tandy, Surveying Support Officer, Private Sector Housing, Cardiff County Council
Steve Tudball, Private Sector Housing, Cardiff County Council
Karen Verallo, Steering Group, Cardiff Landlords' Forum
Chris Watkins, Cardiff Landlord Forum

And finally my thanks to Lee Cecil, Chair, Cardiff Landlords' Forum for placing his trust in me and his unfailing support, guidance and listening ear throughout!

Masud Ahmed
Vice Chair, Cardiff Landlords' Forum

TABLE OF CONTENTS

1. FINDING A PROPERTY	2
1.1 Establish your criteria and budget	2
1.2 When to start looking for accommodation	2
1.3 What to look for	3
1.4 Relevant legislation	3
1.5 The Tenancy Agreement	4
1.6 Living with a 'resident landlord' - lodging	5
1.7 The deposit or bond	5
1.8 Fees and references	6
1.9 Reserving the property	7
2. MOVING IN TO YOUR PROPERTY	8
2.1 The check-in	8
2.2 The inventory	8
2.3 Meter readings	8
2.4 Parking	9
2.5 Health services	9
2.6 Insurance	9
2.7 Council Tax	9
3. LIVING IN THE PROPERTY	10
3.1 Living in a 'Tenant-like manner'	10
3.2 Be a good neighbour	11
3.3 Paying your rent	11
3.4 Security, Windows And Doors	12
3.5 Keys to the property	12
3.6 Reporting maintenance issues	12
3.7 Gas safety	13
3.8 Electrical safety	13
3.9 Fire safety	13
3.10 Making a house a home	14
3.11 Waste disposal	15
3.12 Television licence & broadband services	16
3.13 Use of household appliances	16
3.14 Condensation and damp	17
3.15 Wooden flooring	18
3.16 Periods of non-occupation	18
3.17 Mail	18
4. LEAVING THE PROPERTY	19
4.1 Contract period and notice (Assured Shorthold Tenancy)	19
4.2 Viewings	19
4.3 The day you leave	20
5. USEFUL INFORMATION	22
5.1 Telephone numbers	22
5.2 Websites	23
APPENDICES	
House Cleaning Checklist	24
Bedroom Cleaning Checklist	27

The information contained in this guide is for information only and does not constitute legal advice. The guidance sets out to give useful information, but makes no claims, promises or guarantees as to its accuracy, completeness, or adequacy.

1

FINDING A PROPERTY

1.1 Establish your criteria and budget

Before you start looking for a property set out your key requirements – you may need to revise these once you start viewing properties. Points to consider include:

- The type of property you want to live in eg self-contained flat, shared house, bedsit, private halls;
- The size of your group;
- What length of Tenancy Agreement you require;
- What furniture and equipment you require – for example, a desk, washing machine;
- Your TV and broadband requirements;
- Access to your place of study – is public transport convenient or will you walk, cycle or drive?
- Do you require parking facilities (bearing in mind these might be limited)?

There are a number of housing checklists available to help you, including:

www.cardiff.ac.uk/advice/resources/Checklist%20for%20Renting%20a%20House.doc

www.cardiff.ac.uk/advice/resources/StudentHousingLeaflet.doc

http://assets.cardiffstudents.com/downloads/0000/0009/Council_Checklist.pdf

<http://glamlife.glam.ac.uk/pages/2290-accommodation-services>

It is important to decide on your budget and to stick to it, and to be aware that there are a range of costs to cover over and above the basic rent, such as Council Tax (in some properties), water rates, electricity, gas, phone and broadband. Sometimes the rent advertised includes some of these but in other cases you will be responsible for them and to pay the supplier direct. Check exactly what is included before you sign any agreement. It is important that you fully understand your position before renting.

1.2 When to start looking for accommodation

The lists of private accommodation are usually made available by the Universities from mid February. While some people start looking for accommodation before this, most people will find it helpful to wait for the lists as the University accommodation offices will have carried out an initial sift of the properties submitted to them, for example checking that electrical and gas safety certificates are all up to date and all legal requirements are in place.

However property becomes available all through the year as tenants give notice and move out so, while there are clear advantages to allowing yourself as much time as possible to find the right property, it is never too late to start looking.

1.3 What to look for

Once you start viewing properties there are a number of details you will need to check including the following:

- Overall condition of the property: is it in a generally good state of repair? If the landlord advises that repairs or decorating are to be carried out before the planned start of your tenancy ensure that there is written confirmation of this or you may find that the work is not done. Check what arrangements are in place should the work not be completed in time for you to move in;
- Size of the rooms: are there sufficient rooms for your group and is each room of a suitable size? Do you require a separate living room?
- Type of heating: is the property centrally heated? Are there storage heaters or electrical heaters? What are the approximate running costs?
- Level of security: are there adequate locks on doors (front door and internal doors), windows and any patio doors?
- Furniture and equipment: does the property have everything that you need?
- Council Tax position: if the property is solely occupied by students it is likely to be exempt from Council tax but if the house is shared with non-students there will be a liability for the tax so check if you will be expected to contribute;
- Utility bills: check the position regarding bills for water, electricity, gas, phone and broadband. Will you be expected to take responsibility for the supply and divide the costs between your group, or are bills in the name of the landlord and recharged to the tenants?

1.4 Relevant legislation

Discrimination: It is illegal for landlords to discriminate against tenants, or potential tenants, on the basis of race, gender, disability, sexuality or religion. Landlords must comply with the legislation set out in the Disability Discrimination Act 1995, Race Relations Act 1976 and Sex Discrimination Act 1975.

Houses in Multiple Occupation (HMOs): Properties occupied by more than two people who are not a 'family unit' are designated as Houses in Multiple Occupation (HMOs). The Housing Act 2004 introduced mandatory licensing for any property with three or more storeys and five or more occupants who form more than one household.

The purpose of the legislation was to improve the quality of HMOs in terms of their physical condition and management standards. There is more information on the direct.gov.uk website (go to 'Home & Community') or on www.cardiff.gov.uk. If you are considering renting a house with three or more storeys and there will be five or more of you living in the house then ask to see the licence for the property. You can check that a property is licensed (or licensable) by phoning 029 2053 7061.

Housing Standards: The 'Housing Health and Safety Rating System' (HHSRS) is a risk assessment tool looking at the hazards that are present in housing and ways to tackle them to make housing healthier and safer to live in. There are 29 different hazards from assessing excessive cold to trip hazards. For more information go to: www.communities.gov.uk/housing/rentingandletting/housinghealth. Ask for a copy of the risk assessment for the property you are considering.

Energy Performance Certificates (EPCs): In October 2008 legislation was introduced requiring buildings being offered for sale or let to have an Energy Performance Certificate (EPC). An EPC is intended to inform potential tenants about the energy performance of a building, so they can consider energy efficiency as part of their decision about the suitability of the property. The law states that a valid EPC and recommendation report must be made available free of charge to prospective tenants if the landlord/agent thinks the applicant is genuinely interested in the property and can afford the property and students have the right to ask for an EPC report. HMOs where tenants have separate tenancy agreements are not required to have EPCs.

1.5 The Tenancy Agreement

There are different types of agreement but, provided the accommodation does not have a 'resident landlord', your agreement will normally be one of two types:

- **Assured Tenancy:** with this type of agreement as long as you do not break the terms of the tenancy agreement you may continue to live in the property
- **Assured Shorthold Tenancy (AST):** this is the most common type of agreement in the private rented sector. The AST will normally be for a fixed initial term. It is important to recognise that all reasonable terms in tenancy agreements are legally binding so read the agreement carefully and only sign it if you are comfortable with the conditions. In signing the agreement you commit to paying rent until the end of the initial term even if your circumstances change and you wish to leave. If you require advice on the terms of the agreement you can contact your University Accommodation Office who will be able to provide you with guidance.

An important point to establish is whether each of your group will be expected to sign individual tenancy agreements or whether the whole group is expected to enter into a joint tenancy agreement. If you sign a joint agreement with one or more other people, you are all liable for the entire rent. If one person fails to pay, the landlord will expect the rest of the group to make up their share. Equally if one person causes any damage to the property the whole group is liable for any repair costs. It is therefore crucial that you know and can trust all parties to a joint agreement. If one of the group wishes to move out before the end of the agreement the rent must still be paid in full. Most agreements allow you to find another housemate but it is likely that you will have to meet any associated costs such as advertising, taking up references or amending the agreement.

1.6 Living with a 'resident landlord' - lodging

Lodging offers both advantages and disadvantages when compared with living independently. A disadvantage may be some restriction of freedom while advantages include the fact that the property, being the landlord's home, is likely to be maintained to a high standard and that costs are likely to be a little lower than living independently. Resident landlord lettings differ from other types of tenancy in two ways: rent and security of tenure. Lodgers do not have a right to challenge the level of rent that he or she has agreed to pay and can be given less notice to leave if the landlord wants to end the letting. Depending on the type of letting agreement the landlord only has to give the lodger 'reasonable notice' to vacate the property and, if rent is paid weekly this can, in some circumstances, be as little as a week's notice. At the expiry of the notice period the landlord could, in principle, simply change the locks – although your property must be protected from damage. Equally the lodger need only give 'reasonable notice' to leave. It is important to set out the key points of the agreement in writing to avoid unexpected situations.

1.7 The deposit or bond

Nearly all landlords and agents will take a deposit. This may be equal to the monthly rent but is often slightly more. The purpose of the deposit is to hold funds to cover any damage to the property or costs incurred during the tenancy. It is important to note that the deposit may not be used in lieu of the final month's rent and your tenancy agreement may specify this.

With effect from April 2007, it is a mandatory requirement for any deposit taken under an Assured Shorthold Tenancy to be protected and the landlord must provide you with 'prescribed information' as to how your deposit is protected within 14 days of payment.

The scheme was designed to ensure that tenants get all or part of the deposit back when they are entitled to it and to make it easier to resolve disputes surrounding the deposit between landlords and tenants by giving tenants an equal say in the matter. If a landlord or agent has not protected your deposit, they will no longer be able to serve a statutory Section 21 notice on you, which is the usual procedure for a landlord to gain possession at the end of the fixed term of the tenancy. The landlord may still be able to issue proceedings in court to gain possession for breaches of a tenancy such as rent arrears, damage or anti social behaviour. You may also be entitled to initiate proceedings in a civil court and receive compensation of three times your deposit if it is not protected or if it is protected but you are not provided with the 'prescribed information' within fourteen days. Note that you will be required to nominate a 'lead tenant' who will be the point of contact with the scheme.

There are two types of tenancy deposit protection scheme and both the schemes provide a free dispute resolution service.

- With insurance-based schemes the tenant pays the deposit to the landlord; the landlord retains the deposit and pays a premium to the insurer. If there is a dispute at the end of the tenancy the landlord must hand over the disputed amount to the insurance company for safekeeping until the dispute is resolved. There are two insurance-based schemes: mydeposits.co.uk, a scheme run jointly by the National Landlord's Association (NLA) and Hamilton Fraser, and The Dispute Service (TDS), a not-for-profit company. For more information visit www.mydeposits.co.uk and www.thedisputeservice.co.uk
- With the custodial scheme the tenant pays the deposit to the landlord; the landlord then pays the deposit into the scheme. This scheme holds the deposit and redistributes it at the end of the tenancy if there is an agreement. If no agreement to any reasonable deductions has been reached, it can be referred to a separate adjudication court. The Deposit Protection Service (DPS) is the only custodial scheme and is free to landlords and tenants. The scheme can be managed online. For more information visit www.depositprotection.com

Within 14 days of paying your deposit you should be provided with the following 'prescribed' information:

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

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

If you do not receive this information ask your landlord how your deposit is protected.

A holding deposit is not a tenancy deposit for the purposes of section 212 of the Housing Act 2004 and will not be required to be held under an authorised Scheme. A deposit is only required to be placed in a scheme if it is money paid as security for the performance of any obligations of the tenant in connection with the tenancy. So if the tenancy agreement has not been entered into, or there are no contractual obligations resting on the tenant when he pays the holding deposit, then the deposit paid is not a deposit for the purposes of the Act.

1.8 Fees and references

If you use a letting agency to help you find your accommodation the agency will normally charge a fee for their services. Some landlords also charge a fee. Fees cover administrative costs, the cost of taking up references, drawing up agreements and, in some cases there is also a charge for viewings. If you use the University Accommodation Lists you will not have to pay a fee.

You will normally be required to provide proof of identity and references. Information that you might be asked to provide includes:

- Photo ID such as a passport or driving licence;
- Proof of current address;
- Proof of employment or that you are a student;
- Bank reference;
- Current/previous landlord's reference.

Some ask for a character reference although this is less common now.

You may be asked for a guarantor – someone who will cover the rent and the cost of any damage if you do not do so. The guarantor should normally be someone in employment and/or a home-owner or employed. Many students ask their parent or guardian to fulfil the role as guarantor. Guarantors should be aware that they will become liable for the whole of the rent and any damage caused to any part of the premises unless the Guarantee specifically limits their liability.

1.9 Reserving the property

Agents and landlords will have their own procedures but it is usual for a payment to be required for the property to be taken off the market. You may be asked for a one off payment to reserve the property while the tenancy is established – paying the deposit, taking up references and signing the agreement. The reason is that other opportunities to let the property will have been lost while it is off the market. It also prevents people from reserving several properties while they decide on the preferred one. If the property is withdrawn by the landlord or agent you will normally be entitled to a refund of this payment. Some landlords will charge a 'holding deposit' which is either returned when the tenancy commences or is retained and becomes part of the security deposit which must be protected.

2

MOVING IN TO YOUR PROPERTY

2.1 The check-in

There may be a formal check-in process requiring you to book an appointment. Allow anything from half an hour to 2 hours depending on the size of the house and thoroughness of the agency or landlord. Do not assume that you can arrive at any time, particularly at busy times of the year such as the beginning of July. If possible all members of the group, and any guarantor(s), should be present at the check-in to examine the condition of the house, ensure that you know how to operate all the equipment and deal with any queries that arise.

2.2 The inventory

It is crucial that there is a detailed inventory listing the contents of the property and also the condition of the property and contents. It is important to agree the inventory with the landlord and for both parties to sign it. This is important, as any damage not recorded on the inventory could be charged to you at the end of the tenancy. You might find it useful to take (date marked) photographs of the property and make sure everyone, including the landlord or agency, has a copy of the dated photographs.

Check that all the cupboards are emptied of previous tenants' belongings. Make sure that any garden or garage (if it is part of the tenancy) is clean and free of rubbish. If rubbish is left behind by the previous tenants and its presence has not been noted on the inventory, you may be held responsible for clearing it out, or paying the costs of removal.

2.3 Meter readings

Ensure all meter readings are witnessed (taking date marked photographs of the meters is a good idea) and that all utility companies (electricity, gas, water and telephone) are notified that you are the new tenants and that they are properly advised and provided with final readings when you leave.

2.4 Parking

Make sure you have the appropriate permit if you need it. Residents' parking permits may be obtained from the local Council. BUT consider whether you really need to bring a car as parking spaces are difficult to find and public transport will get you to most destinations.

2.5 Health services

Register with a local doctor and dentist. Problems will arise in an emergency situation if you are not registered. To find a doctor or dentist visit www.wales.nhs.uk/directorysouth.cfm or consult your University Medical Service.

2.6 Insurance

The landlord cannot insure your personal belongings and will only have insurance for the building and the landlord's belongings. Do not assume your contents are insured under other policies, for example a parent's insurance, as this is not always the case. Shared houses can be particular targets for burglary and are also at higher risk of fire, so it is important that your belongings are insured. Consider insuring against accidental damage – although it will cost more it might save money in cases of accidental breakage of furniture and equipment or damage to carpets and furniture from spilt drinks. Be aware that letting agents cannot force you to use their own recommended insurers.

2.7 Council Tax

You must make sure of your status with the payment of council tax. Cardiff Council (www.cardiff.gov.uk) has guidance to help determine if you are entitled to any discount (single occupancy, disabled, student). Be careful not to assume you will be exempt if you are a student. Some courses and universities do not give you this entitlement. You will need to give your local council an appropriate exemption certificate supplied by your university. In addition if you share a house (an HMO) with others who are not students the house will not be exempt from Council Tax. While the Council will hold the landlord responsible for the payment of Council tax to them you will need to check whether the charge is passed on to you as an addition to your basic rent. It is your responsibility to check your Council Tax status, not the landlord's, and if for some reason you are not exempt you cannot use this as a reason to void the tenancy.

If you enter into a single joint tenancy as part of a group then you are jointly responsible to the Council for payment of Council Tax.

3

LIVING IN THE PROPERTY

3.1 Living in a 'tenant-like manner'

This phrase is used in most agreements. However it is rarely defined so the phrase and its implications are not widely understood. Put simply, it means that you should respect the property as if it were your own.

The tenant is responsible for ensuring that the property and its contents are not damaged through misuse or neglect. The tenant is expected to attend to minor repairs, any damage caused that is not due to wear and tear or poor construction, replace bulbs and deal with blocked drains, wastes and toilets (where the tenant is at fault rather than the problem being due to poor construction or anyone acting on behalf of the agent/landlord). There is a common misconception that anything that is broken is not the tenant's responsibility but this is not the case.

The landlord or agent may insist that all repairs are carried out by the landlord and this may incur a charge. However, in most cases, if you can give assurance that the job will be undertaken by someone suitably qualified, the landlord will allow you to carry out the repair.

'Fair wear and tear' is a common phrase used to measure the natural degradation of the property during normal usage. Obviously a new carpet will not look brand new a year later but it should not have wax or oil stains left on it. Living in a tenant-like manner means that fair wear and tear is expected but that you must take steps to protect the contents by taking basic measures such as removing shoes or wiping them when you enter the house and cleaning the house regularly. A single vacuuming at the end of the tenancy will not make up for a year of neglect as dirt gets ground into carpets, furniture and surfaces if not removed on a regular basis.

The tenant is responsible for ensuring that any damage, whether the responsibility of the tenant or the landlord, is minimized (see section 3.6 below).

The landlord's responsibilities involve repairing the structure and exterior of the property, the installations and their supplies (pipes, sanitation, sinks, toilets etc.) and the installations for heating and hot water. Please note that landlords are not responsible for the repair of equipment they did not provide.

3.2 Be a good neighbour

All occupants should be aware that their actions can impact on the people around them. Disputes with neighbours can quickly escalate and become disruptive. If possible start on a friendly footing by introducing yourself when you move in. Noise is a common complaint so be considerate with music, TVs, parties and general household noise.

Waste is another common source of disputes - leaving rubbish out the front too early or not disposing of it correctly. The condition of the exterior of the property (weeds, long grass etc) can also be a source of tension so ensure that your garden or front forecourt is kept in a tidy condition. You should not engage in sporting activities such as football and skateboarding in the road outside the property as this is both a nuisance and a safety hazard.

Let your neighbours know that if they have any problems they should come and talk to you straight away. You should deal with any complaints courteously so that disputes do not escalate. Similarly if you experience any nuisance from neighbours try and address them early and in person – retaliation or sending written letters tends to antagonise people. If this does not work and you are still suffering from noise contact the Pollution Control Team on 029 2087 1650. Outside normal office hours contact 101 to access the out of hours noise service. For other nuisance contact the Council's environmental health department for advice.

3.3 Paying your rent

It is the tenant's responsibility to pay rent, not the landlord's responsibility to chase it. Therefore you must pay your rent on time without being asked. If you pay by standing order or bank transfer the payment must reach the landlord or agent's bank account on the date that it is due, not leave your account when it is due. You are likely to be charged interest on the overdue rent if payment is made late.

If you encounter cashflow difficulties that affect your ability to pay your rent on time it is important to speak to your landlord as soon as possible. Many landlords will adopt a flexible approach when they are aware of genuine difficulties but if you simply fail to pay without any explanation you may find that interest may be charged on late payments at a reasonable daily rate.

Note that your deposit cannot be used as a substitute for the final month's rent and if you do use it as such, interest may be charged on late payments at a reasonable daily rate. The deposit is primarily for security against damage.

3.4 Security, windows and doors

Shared houses can be a target for burglars, partly because they know that there will be electronic equipment such as laptops, mobile phones and iPods in the house and partly because security is often lax. There have been many initiatives to try and improve security in houses in recent years, but the basic practice of ensuring the back door is locked and all windows closed and locked (especially those on the ground floor) when you leave is the most important – but also make it a habit to lock doors even if you are at home. Close and lock the front door behind you and take a few seconds every time you leave to make sure the house is secure. It takes only a few minutes for burglars to note, and take advantage, of any opportunities presented. Do not hide keys outside – the burglars know students often do this and specifically look for them.

3.5 Keys to the property

It is your responsibility to safeguard your key and keep it with you at all times when you are out of the building. If you lose your key the landlord may have to replace the lock and all the keys, and replacements are expensive so you may be held responsible. If you have left your key inside, then expect the landlord to charge a fee to come out to let you in. Some landlords do not charge if they are nearby, but there is a cost in terms of time and travel so most landlords will. If there is no key holder locally (perhaps the landlord is away) you may need to call a locksmith to let you in at your own expense.

3.6 Reporting maintenance issues

This is an important part of 'living in a tenant-like manner'. The tenant is responsible for ensuring that any breakdown, fault or damage, whether the responsibility of the tenant or the landlord, is minimized. This means that if a pipe starts to leak, for example, the tenant should attempt to ensure that any water dripping is caught, that supplies are isolated and the landlord/agent is contacted as soon as possible. If repairs go unreported the situation may worsen and for problems to do with water, or safety, like the fire alarms, it is imperative that they are repaired as soon as possible either by you or the landlord/agent. Failure to report a problem that is reasonable for you to notice might result in your safety being compromised. It is advisable to put all repair notifications in writing and to keep a record of when issues were reported. Please note that some repairs cannot be effected immediately though, as it may be necessary to wait for a tradesperson to call or a part to be delivered. Good communication between you and your landlord or agent is essential.

Sometimes you will be expected to allow the tradesperson access and this may be helpful as you can describe the fault first hand. If you have agreed to meet a tradesperson at the property make sure that you are there during the agreed time and that you listen for the doorbell or knocker. For your safety, if a caller to the house claims to be undertaking repairs on behalf of the landlord check that the landlord has already notified you or your housemates that someone will be calling. Always ask to see a form of identification. Trade people may make a charge for a wasted call and you may be liable for the bill. Remember that you have a right to 24 hours' written notice of any caller on behalf of the landlord, except in an emergency.

3.7 Gas safety

Carbon monoxide is a colourless, odourless gas and high concentrations of it can be fatal. The main causes of high carbon monoxide concentration in the home are gas fires and boilers that are not burning the gas efficiently. This is the reason that it is compulsory for landlords to have all gas appliances checked once a year and certified. You should be left a copy of the Gas Safe Register certificate. If you haven't seen one, demand to see it. If there is no certificate the landlord is breaking the law. Note that Gas Safe Register has replaced CORGI. The register exists to protect you, other tenants and the property from dangerous gas work. By law, anyone carrying out work on gas installations and appliances in the property must be on the Gas Safe Register

It is also strongly advised not to use gas appliances in ways that they were not intended for and if you have any suspicions that a gas appliance is faulty report it immediately.

3.8 Electrical safety

By law, your landlord must ensure that the electrical system and any electrical appliances supplied such as cookers, kettles, toasters, washing machines and immersion heaters are safe to use. If any new appliances are supplied your landlord should also provide any accompanying instruction booklets (which should be left with the appliance at the end of the tenancy or returned to the landlord). There is no statutory requirement to have regular safety checks on electrical equipment as there is with gas, but many landlords will have electrical safety inspections carried out at intervals of up to five years and will provide you with a copy of the certificate. All significant electrical work needs to be carried out by a qualified person. If any electrical appliance or wiring appears to be faulty discontinue its use immediately, turn off the electricity supply and report the problem to your landlord.

3.9 Fire safety

The 2004 Housing Act confers responsibility on landlords to do several things about fire safety:

- there has to be an adequate means of escape; and
- depending on the size of the property, there may have to be smoke alarms and fire extinguishing equipment.

If the property is an HMO subject to licensing, the landlord must also comply with licence conditions in relation to fire safety.

By law, your landlord must:

- make sure that all the gas appliances they provide are maintained in good order and that a Gas Safe registered plumber carries out a safety check each year
- maintain all electrical installations (ie fixed wiring) and any electrical appliances they provide (ie cookers, kettles) and make sure they are safe to use
- make sure any furniture and furnishings they provide meet the Furniture and Furnishings (Fire) (Safety) Regulations 1988

There are measures that tenants can take to reduce the risk of fire starting or spreading:

- Keep all corridors and exits clear. Most fires start during the night and may cause the electrical systems to fail so you will not be able to see easily where you are going. Having a clear pathway to the exit can mean the difference of a few seconds and maybe life or death.
- Observe 'No Smoking' rules in the property. Cigarettes that are dropped or not fully extinguished are a common source of fire.
- Fire doors should never be propped open because they are there to slow the progress of a fire. While it may be annoying that they close automatically, they could stop the progress of a fire for half an hour or more and give occupants a chance to get out safely.
- Fire extinguishers should not be tampered with. You should only attempt to use them in the case of a small fire and never put yourself at risk. Make sure that everyone in the property knows how to use them.
- Smoke detectors provide an alert in case of fire. They should never be covered or the battery removed even though there will probably be false alarms from time to time when someone overcooks something. The detectors should be tested regularly and the battery replaced once the detector starts to emit a low battery warning 'chirrup'.
- South Wales Fire and Rescue Service offers a free Home Fire Safety Check and smoke alarm fitting service. Contact them on 0800 169 1234.

3.10 Making a house a home

The extent to which you can personalise your accommodation varies between landlords but, in general, landlords will want the property left as you found it, fair wear and tear excepted. Some landlords may allow you to hang pictures if there is a picture rail but others may not. Even Blue-Tack and similar adhesives will leave a mark when removed and hooks leave a hole. Any such damage will require to be repaired when you leave. Check the terms of your tenancy agreement and speak to your landlord first. It is wise to obtain written permission before 'personalising' your home.

If you have any items of furniture that you want to bring with you speak to the landlord first. You cannot assume that the landlord will allow you to bring your own bed and remove the one already there because this will incur storage or replacement costs. You should never put the landlord's furniture in the garden or shed because you will be liable for any damage to it.

If you move any of the furniture around it must be put back in its original location at the end of your tenancy so make sure the inventory specifies the location of each piece.

3.11 Waste disposal

Disposing of the increasing volume of waste produced is a problem for all local authorities and it is important to keep the premises free from accumulated rubbish to avoid causing a nuisance through smell and untidiness and also so as not to attract vermin to the property.

Cardiff Council collects rubbish in black wheelie bins or bags every week and compostable waste and food waste each week. Recyclable material is collected, unsorted, in green bags every two weeks. Check the schedule for collecting your waste at www.cardiff.gov.uk or call Connect to Cardiff for information and advice on 029 2087 2087.

Bins and bags should be placed on the pavement no later than 6.00am on the day of collection and no earlier than 4.30pm the previous day. Note that they cannot be collected from gardens, forecourts or lanes. The website also has a comprehensive guide to what you should put in each bin or bag. If you do not put rubbish out on the right days you can be fined and possibly even prosecuted. While you may not smoke inside the property some tenants step outside the front or back door to smoke and drop cigarette butts where they stand. Please ensure that cigarette ends are disposed of appropriately.

If bin bags and other rubbish are allowed to accumulate in the garden, you are likely to attract rats to the property. In such a case, the landlord has the right to charge you for getting rid of them. Similarly, if food, crumbs or spillages are left exposed in the house, you may find this attracts mice, ants, cockroaches, or other pests. It is your responsibility to take the necessary steps to remove the infestation/pests, (unless they were present when the tenancy began, in which case they should be promptly reported to the landlord).

When you leave the property ensure that all of your belongings and any rubbish are removed and disposed of responsibly, otherwise you will be charged for the cost of removing it after your tenancy.

3.12 Television licence & broadband services

Every student using a TV receiver at university to watch or record television programmes as they are shown on TV (including a PC or laptop) needs to be covered by a valid TV Licence. The rules are quite complicated – groups sharing a property on a joint tenancy agreement need only one licence whereas tenants with separate agreements will normally need their own licence. Parents' TV licences will not cover students except in rare circumstances. The penalties for not having a valid licence are severe so check that you have one.

If your property does not have a broadband connection and you wish to have one installed it is important to get your landlord's permission first. Most landlords will give their consent but may want to specify where holes are drilled and cables run or satellite dishes erected.

3.13 Use of household appliances

Some simple measures can prevent appliance breakdowns:

- After each use of a tumble dryer clear any fluff from the filter. If fluff builds up the dryer may not function or, worse, it can overheat, burn clothes or even burn out the dryer itself.
- When using the washing machine ensure small items such as socks or underwired bras are washed in a laundry bag or pillowcase. They can escape out of the drum and cause a breakdown and you may be liable for the cost of repairs caused by misuse of the appliance. Ensure any filter and drain pipes are kept clear as any blockage can stop the appliance draining.

- You should not use washing machines at night or when you are not in the property. If there is a water leak there could be substantial damage before the leak is discovered. If you live in a flat above ground floor level be aware that washing machines can make a lot of noise in the property below.
- Electric cookers are not as responsive as gas cookers. The electric burners retain heat for a significant period of time although there may be no visible sign that the burner has been used so be careful around them as there have been a number of burn accidents.

3.14 Condensation and damp

These are common problems and the two are often confused. Damp is water coming into the property through walls and floors which have not been adequately sealed or damp-proofed. It is a structural problem that needs to be addressed by the landlord. Condensation is caused by the build-up of water inside the property created from within the property. Condensation is an increasing problem because properties no longer have open chimneys, draughty windows etc. Water created inside the property by people breathing and perspiring, cooking, showering, washing and drying clothes cannot escape if the windows are not opened or the extractors provided are not used. In addition, if the property is not adequately heated the walls remain cold and condensation is formed when the warmer air in the room comes into contact with the cold walls.

Some things that cause condensation are as follow:

- Drying clothes on radiators or clothes airers indoors or even on furniture or hanging at the window;
- Showering with closed windows;
- Frequent cooking of pasta and rice (in a house that is sealed).

The black mould that sometimes builds up around baths and showers can be kept at bay with regular cleaning and by wiping the water off the surface and spraying with a proprietary anti mould spray when you have finished using it. Bathrooms should have proper ventilation (e.g. automatic switch, pull cord, window) and it is your responsibility as a tenant to ensure you use the ventilation facility provided. There is no excuse for a build up of mould and this damage is a common reason for retaining part of the deposit at the end of a tenancy.

In general damage from condensation and mould can be avoided by keeping the premises adequately heated, ventilated and cleaned.

Bathrooms can be the source of considerable damage, especially those above ground floor level. Make sure that shower screens are used and if water is leaking then inform the landlord or agent immediately. Shower curtains should always hang inside the bath to prevent water leaks.

3.15 Wooden flooring

If wooden (particularly laminate) flooring is allowed to become very wet the flooring will warp. If this happens it can be difficult to repair a small patch because of colour matching and matching the style of flooring, so often the entire floor needs to be replaced. You should therefore take care not to spill liquids on it and not to use too much water when cleaning it.

3.16 Periods of non-occupation

You should notify your landlord or agent if the house is going to be empty for long periods eg Christmas, Easter and reading weeks. In cold weather leave the heating on for a short period of time in the morning and evening to avoid water pipes freezing. Your landlord can check the property while it is empty which helps prevent damage to the property and belongings, and reduces security risks by the removal of mail or newspapers from the letter box that indicate the property is empty and the house a target for burglars.

3.17 Mail

You should not allow mail to accumulate in the hall where it becomes a hazard. Mail for the occupants should be collected by them as it is delivered. If mail is addressed to the landlord pass it on as soon as possible as it could be important. Mail addressed to previous tenants should also be passed to the landlord who may have a forwarding address and junk mail should be placed in the recycling bag.

4

LEAVING THE PROPERTY

4.1 Contract period and notice (Assured Shorthold Tenancy)

It is important you understand your agreement term period and the notice required as it is something that can cause conflict. You are liable for rent up to the end of the fixed period of the tenancy, unless your landlord or agent has agreed a replacement tenant.

If you wish to leave at the end of your fixed period, some agreements require that you still give one month's notice; otherwise it will be assumed that you are going onto a statutory periodic tenancy (a month-by-month or week-by-week basis). Usually you will receive a letter to confirm the position.

With a periodic tenancy the 'period' refers to the frequency of the rent payments. So if you pay rent each month then the period of notice required is one month, usually ending on the day that payment is due. For example, if your rent is due on the 1st of each month and you wish to leave at the end of May, then you must give notice before the last day of April. If you give notice on the 2nd May then you can leave but you are liable for the rent until the 1st July. Some landlords and agents offer some flexibility with this but they may not so make sure that you give adequate notice. If the landlord finds another tenant to take over the room you will normally be refunded rent from the day they moved in.

This refers to Assured Shorthold Tenancies and the position is different with other types of tenancy – particularly for tenants living with a resident landlord (see para 1.6).

4.2 Viewings

When you have given notice it is helpful if you can accommodate viewings whenever possible. The landlord should give you at least 24 hours notice and any viewings should be arranged within reasonable hours. If you can keep the property tidy it will help reduce the number of viewings required to rent the property. Unless your agreement commits you to accommodating viewings then you are not obliged to do so but your support helps to maintain rents at a reasonable levels by maintaining occupation levels.

4.3 The day you leave

Many agencies and landlords have a 'move-out' document. Understanding what is expected helps speed the move-out process and reduces the likelihood of disputes. You have a responsibility to return the property in the same condition that it was let to you, allowing for fair wear and tear. The landlord or agent does a closing inventory with you to witness the move-out. Have a copy of the original inventory with you. Run through the checklist. This will result in fewer problems and a quicker return of your deposit.

Below is a summary of things that need to be done:

- All furniture left in its original position;
- Décor returned to its original specification unless otherwise agreed with the landlord;
- Any light bulbs not working should be replaced;
- All rubbish and personal belongings cleared from the property. Unless it has been agreed beforehand, the landlord will not want your extra chair or table;
- The property should be thoroughly cleaned. This includes cleaning under furniture, skirting boards, inside cupboards, the oven, back and front garden etc.;
- Defrost the fridge and freezer and leave the doors slightly open. Ensure that water has been caught in a bowl and cleared away. There have been cases where leaking water has caused damage to flooring and ceilings in flats below.
- If the bills are paid by you make sure that all accounts are closed and paid. Sometimes this will not be able to be done on the day you leave, but make sure you take final readings from all meters and date-mark photograph them if possible. Some companies allow you to settle over the phone, but for others you will have to wait for the final bill. The quickest way is to pay this final bill at a bank or post office and present the receipt to the landlord;
- All keys must be returned. Internal keys are usually requested to be left in the locks, external ones returned to the landlord;
- Forwarding addresses and contact details must be left with the landlord.
- Arrange with Royal Mail to have your mail redirected. If you choose not to do this you should not assume that mail will be forwarded to you although many landlords will forward mail for a few weeks.

Do not allow new tenants to leave any of their belongings in the property unless the landlord has agreed to this. You may be held responsible if these belongings get lost or stolen, or the landlord or agent may assume you left it dispose of it and charge you. Never give keys to new tenants.

When you hand over the keys ask your landlord how much of your deposit is to be returned to you. It may only be possible to give an estimate at this stage but you should agree what deductions are to be made for eg a repair or cleaning costs. If you are able to agree the figure you should expect to receive it within ten days. If there is a dispute you will have to follow the procedures laid down by the deposit protection scheme selected by your landlord. If you need advice contact the Housing Advice Unit on 029 2087 1050 or email hau@cardiff.gov.uk.

5

USEFUL INFORMATION

5.1 Telephone numbers

Cardiff Bus	029 2066 6444
Cardiff Council Housing Advice Unit	029 2087 1050
Cardiff Council Housing benefit Section	029 2053 7537
Cardiff Council Landlord Liaison Team	029 2053 7292
Cardiff Council Private Sector (HMO licensing)	029 2053 7071
Cardiff Environmental Health Officer	029 2087 1650
Cardiff Police Station	029 2022 2111
Cardiff Noise Pollution Service	029 2087 1650
Cardiff University Security Centre	029 2087 4444
Connect2Cardiff	029 2087 2087
Consumer Direct Wales	0845 404 0506
Council Tax (Connect2Cardiff)	029 2087 2087
Electricity (Western Power Distribution)	0845 601 3341
Gas Leak	0800 111 999
Landlord Accreditation Wales	029 2053 7064
NHS Direct Wales	0845 4647
Residents' Parking Permits (Cardiff)	029 2087 2778
Student Liaison officer (police)	029 2052 7432
University of Glamorgan Security Centre	01443 482055
University Hospital of Wales	029 2074 7747
UWIC Security Control Room (24 hrs)	029 2041 6155 / 6138
Water Rates (Dwr Cymru Welsh Water)	0800 052 0145
Emergency Services	999
Non-emergency Service - vandalism, noise	101

University Accommodation Centres

Cardiff University	029 2087 4849
Cardiff Uni Heath Campus student support	029 2074 2070
UWIC	029 2041 6188
University of Glamorgan	01443 482044

Deposit Protection Schemes

Mydeposits.co.uk

0871 703 0552

The Dispute Services Ltd

0845 226 7837

The Deposit Protection Service

0870 707 1707

5.2 Websites

Cardiff Council	www.cardiff.gov.uk
Landlord Accreditation Wales	www.welshlandlords.org.uk
Electricity (find your supplier)	www.westernpower.co.uk
Gas & electricity	www.nationalgrid.com/UK
Dwr Cymru Welsh Water	www.dwrcymru.co.uk

University Accommodation Centres

Cardiff DIGS	www.cardiffdigs.co.uk
Cardiff University	www.cardiff.ac.uk/for/prospective/ug/services/index.html
UWIC	www3.uwic.ac.uk/english/aboutus/facilities/pages/home.aspx
University of Glamorgan	www.glam.ac.uk/accommodation

Deposit Protection Schemes

Mydeposits.co.uk	www.mydeposits.co.uk
The Dispute Services Ltd	www.thedisputeservice.co.uk
The Deposit Protection Service	www.depositprotection.com
Direct.gov.uk	www.direct.gov.uk/en/HomeAndCommunity/BuyingAndSellingYourHome/RentingAHome/index.htm
Communities & Local Govt	www.communities.gov.uk/housing/rentingandletting/privaterenting
Cardiff Council Housing Advice	www.cardiff.gov.uk/content.asp?nav=2867%2C3424%2C5082&parent_directory_id=2865

Golden Rule

If in doubt on any tenancy issues always consult your landlord or agent, the University accommodation office or any other relevant authorities. Most issues can be settled amicably.

APPENDICES

House Cleaning Checklist

For

property



A note to ask you to please **share the tasks fairly**, and that the last tenant to leave is not left with the worst tasks eg cleaning the oven!

	Tenant allocated this task	Tick
SITTING ROOM		
Vacuum floor, including the edges of carpet and skirting boards using vacuum attachments		
Vacuum all soft chairs and light shades		
Clean all surfaces with multi-purpose cleaner		
Clean mirror and windows (inside)with glass cleaner		
Empty bins and scrub clean		
Empty vacuum cleaner		
Leave any carpet stains to us. It is possible you will make stains worse. You will only be charged for stains that cannot be removed.		
KITCHEN		
Use degreaser to scrub all wall tiles, especially around cooker, and extractor fan		
Empty and scrub out all shared cupboards		
Use degreaser to clean all cupboard fronts and appliance fronts		
Empty and scrub out kitchen bin		
Clean hob, including rings and burners. Clean oven using oven cleaner and kitchen roll		
Empty fridge and clean with multi-purpose cleaner		
Empty freezer, defrost, then clean with multi-purpose cleaner		
Leave fridge and freezer OFF, WITH DOORS PROPPED OPEN		
Wipe clean both side of washing machine door, tumble dryers and dishwasher (where applicable)		
Clean inside of microwave (including roof) using multi-purpose cleaner		
Vacuum floor and skirting boards, paying attention to edges		
Empty vacuum cleaner		
Finally, scrub floor and skirting boards, especially edges		

TOILETS AND BATHROOMS		
Vacuum skirting boards and floor, especially around edges		
Clean all ceramic ware (toilet, basin, pedestal, bath, shower tray)		
Clean all wall tiles using bathroom or multi-purpose cleaner		
Clean mirror and window (inside) with glass cleaner		
Clean light fitting		
Empty vacuum cleaner		
Finally, scrub clean the floor and skirting boards using a multipurpose cleaner		
HALL/STAIRS/LANDING		
Vacuum thoroughly, including skirting boards		
Clean off any marks on paintwork/woodwork		
Clean mirrors, glass and windows (inside), where applicable		
Vacuum lampshade		
Clear and clean hall table, where applicable		
Clean inside and outside of front door with multi-purpose cleaner		
Empty vacuum cleaner		
EXTERIOR OF HOUSE		
Clear ALL rubbish and litter however small		
Larger items and bags of rubbish should be put out for council collection on the relevant days		
Sweep entrance porch and all paths		
Clean all outside window sills		
Clean windows, ground floor only		

Please inform _____ on tel _____

The day you move out so that we can collect your keys and cleaning checklists.
Please leave your checklist on the _____.

Signed _____

Date completed _____

Thank you for returning the house to the state and condition in which you found it.

Bedroom Cleaning Checklist

Tenant _____

responsible



For property _____

BEDROOM	Tick
Tasks for this tenant:	
Vacuum floor including under bed and under cupboards and paying attention to the edges of carpet using small vac attachment	
Vacuum skirting boards, including behind items of furniture	
Vacuum in drawers and floor of wardrobe	
Vacuum your chair and lampshade	
Clean all surfaces using a multi-purpose cleaner	
Remove any marks on door and drawer fronts	
Empty bin and wash clean	
Clean mirror with glass cleaner	
Clean inside of window with glass cleaner	
Scrub marks off INSIDE AND OUTSIDE of your door	
Leave your mattress cover folded on your bed	
Empty your kitchen food cupboard and scrub it clean	
Please date and sign this checklist and leave it on your desk	
Leave your keys (marked with your name) pinned to the notice board	

Please inform _____ on tel _____

The day you move out so that we can collect your keys and cleaning checklists.

Signed _____

Date completed _____

Thank you for returning the house to the state and condition in which you found it

This guide was produced in partnership with:

