

This list contains examples from our experience but the list is not exhaustive. If a clause is 'unfair' with the meaning of the Unfair Terms in Consumer Contracts Regulations 1999, it may be unenforceable. The definition of 'unfair' is subject to legal interpretation.

Free Independent Advice

If you have any questions about the terms of your tenancy contract or your rights as a tenant, please seek free, confidential and independent advice.

Who Can Help Me?

Advice and Representation Centre (ARC)

Cardiff University Students' Union
(Cardiff Uni students only) 3rd floor,
Students Union, Park Place, Cardiff
For drop-in at the Heath Hub see website
029 20 781 410

advice@cardiff.ac.uk
www.cardiffstudents.com/advice

Cardiff County Council's Housing Options Centre

Hansen Street, Cardiff CF10 5DW,
029 20 570750

housingoptionscentre@cardiff.gov.uk

Cardiff Trading Standards Consumer Advice Centre

029 20872059

tradingstandards@cardiff.gov.uk
www.cardiff.gov.uk/tradingstandards

This leaflet has been prepared by Cardiff Students' Union Advice and Representation Centre (ARC) in partnership with Cardiff County Council for general guidance only. Please seek advice about specific tenancy contracts and terms.

Nov 2012



Cardiff University Students' Union
Undeb Myfyrwyr Prifysgol Caerdydd

Understanding Your Tenancy Contract

Are the Terms Fair?



Do I Need A Written Tenancy Contract?

Although a tenancy contract can be made verbally, it is advisable to have the terms written down and a landlord or agent will probably ask you to sign an assured shorthold tenancy (AST), which is the most common type of agreement.

You are entitled to have a copy of the agreement or contract before you sign it, so you can read it through carefully and ask for independent advice (see 'who can help me?' below). The tenancy terms should be fair and easy to understand.

What Should A Tenancy Contract Include?

A tenancy contract should contain standard terms such as:

- 🏠 Date of agreement
- 🏠 Landlord and tenant details
- 🏠 Agency details (if applicable)
- 🏠 Details of property
- 🏠 Amount of rent
- 🏠 Date when rent is due
- 🏠 Length of tenancy
- 🏠 Amount of deposit (and where it will be protected)

A written tenancy can give you extra rights or impose obligations upon you, but a landlord cannot take away certain legal protection given to a tenant. In the majority of cases, a tenant has the following rights automatically (whether or not they are written into a contract):

- 🏠 Right of quiet enjoyment. This means you can live in the property without interruption from the landlord and the landlord must give reasonable notice of visits

🏠 The landlord must keep in repair (as a minimum), installations supplying gas, electricity, water, heating, sanitation, structure and exterior of the property. Tenants should report any problem to the landlord (or agent) as soon as it is noticed.

🏠 If you have paid a deposit (which may be called something else eg bond), the landlord or agent must formally protect the deposit within 30 days of it being paid. There are laws which say how the landlord must do this. A tenant should receive full details of how the deposit has been protected, within 30 days of paying it (this is called 'prescribed information')

What Should I Question?

Written tenancy agreements usually have many other terms. Make sure you read them and are happy to comply with them. If there are terms you are not happy with, try to negotiate removing or changing them before you decide whether to sign the contract. The general rule is that a person who signs an agreement is bound by its contents (though there are limited exceptions to this).

Tenants should be cautious of terms which try to:

🏠 Restrict use of the property eg rules about when you can have visitors/use shared areas or where landlord has kept an area locked or 'out of bounds'.

🏠 Impose forfeit fees or prevent refund of a substantial deposit payment, if you change your mind prior to the signing of the tenancy (over and above a reasonable agency fee)

🏠 Give permission to your landlord/agent to pass your information to any person/organisation other than utility companies for billing purposes only

🏠 Require you to pay rent or retainer for a period when you are not given access to the property

🏠 Insist rent is paid in advance of the usual rent payment date and/or by post-dated cheques

🏠 Impose high charges/penalties for late rent or other breaches of the tenancy agreement or have fixed monthly/daily penalties for breaches

🏠 Give the landlord/agent an unlimited right to show the property to prospective tenants/buyers

🏠 Make the tenants responsible for maintenance and service of appliances supplied by the landlord

🏠 Require the tenant to take out insurance for the landlord's belongings

🏠 Say the clauses of the tenancy are binding even if a clause is ruled as unfair

🏠 Impose any non-specific, vague term where the meaning of the term is not clear