

HOUSING

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WHAT TYPES OF ACCOMMODATION ARE AVAILABLE?

This section discusses the main housing options available in Greater Manchester for students looking to rent.

Please note that the majority of housing advertised specifically for students in Manchester is targeted at single students without children and dependants. This includes both MMU and Private halls as well as most private rented accommodation advertised on the Manchester Student Homes website discussed below.

If you are intending on living with a partner (especially if they are

not also a student), children, or dependants then you may need to look for accommodation outside of the specific student sector. The housing charity Shelter have a general guide to finding private rented accommodation that you may find more useful: https://england.shelter.org.uk/housing_advice/private_renting/ways_to_find_a_private_rented_home

MMU HALLS

For academic year 2020/2021 Manchester Met have guaranteed to make an offer of University-approved accommodation to any first year student (including students applying through clearing) who:

- + will be studying at Manchester Metropolitan University for the first time
- + are coming to university alone
- + accept an offer of a place at Manchester Metropolitan University as your firm choice through UCAS
- + register for accommodation online by Wednesday 26/08/2020
- + require the accommodation for a full letting period for single occupancy
- + select a room and pay the £200.00 pre-payment of rent

Manchester Met will also give priority to the following groups even after first year:

- + Care leavers
- + Students with a disability/ long term medical condition

If you apply through the Accommodation Office, the accommodation on offer is a mixture of University owned halls and private halls where Manchester Met has an "allocation agreement". Private halls have different agreements to University owned halls. Please see the [Tenancy Agreements](#) section for more information.

The University may be able to offer longer tenancies or short-term lets during the summer vacation period as most MMU accommodation agreements will only last for the academic year not a full twelve months.

For more information and details of how to apply for MMU-approved accommodation you will need to contact the university's accommodation team:

- + **Website:** <https://www2.mmu.ac.uk/accommodation>
- + **Email:** accommodation@mmu.ac.uk

- + **Address:** Accommodation Office, Manchester Metropolitan University, Room 1.19 Business School, Manchester Campus, Manchester, M15 6BH

Residential Advisers

The University also offers a limited number of properties to both undergraduates after their first year and postgraduate students to live in MMU Halls as 'Residential Advisers'. As a Residential Adviser, you will be there to offer support to students living in MMU Halls with things like resolving student queries, flatmate concerns and study issues. Residential Advisers receive full training.

More information about the scheme can be found here: <https://www2.mmu.ac.uk/accommodation/living/residential-advisors/> or you can contact the Residential Life team at studentliving@mmu.ac.uk

PRIVATE HALLS

Alongside the student halls operated and run by the University there are a number of private companies that operate student halls throughout Manchester. Unlike MMU operate halls applications for private halls are normally open to all full time students (expect the rooms MMU has "allocation agreements" for) meaning you can apply to stay in these halls beyond your first year. Private Halls will normally accept applications directly without having to go through the MMU Accommodation team.

You can search for private halls on the Manchester Student Homes website here: <https://www.manchesterstudenthomes.com/SearchResults/1>

Please be aware that some private halls will have specific eligibility criteria such as being gender specific or having special rules such as no alcohol so make sure you check and are happy with any specific conditions before you sign a tenancy agreement.

PRIVATE RENTED ACCOMMODATION

It is common for students to rent privately owned accommodation especially after their first year. Renting from a private landlord can take many forms including renting a whole property for yourself and family, renting a whole property with other people or renting a specific room in a property normally classed as a House of Multiple Occupation (HMO). More information on HMO's is available here: [Things to consider/ be aware of](#)

When you rent from a private landlord you will normally have an Assured Shorthold tenancy agreement which can either be an individual tenancy between you and the landlord or a joint tenancy between you, your fellow tenants and the landlord. The difference between individual and joint tenancies is discussed in more detail in [Tenancy & Licence Agreements](#).

We recommend using an organisation called 'Manchester Student Homes' to look for private rented accommodation. This is an organisation run in partnership with the major higher education establishments in Greater Manchester to help students' access good quality private rented accommodation. Landlords and Letting Agents who advertise properties on the website have to agree to a voluntary code of standards which Manchester Student Homes uphold meaning the accommodation advertised should meet these specific standards.

Manchester Student Homes contact details are:

- + **Website:** <https://www.manchesterstudenthomes.com/Accommodation>
- + **Email:** manchesterstudenthomes@manchester.ac.uk
- + **Telephone:** 0161 275 7680
- + **Address:** Unit 1-3 Ladybarn House, Moseley Road, Fallowfield, Manchester, M14 6ND

Beyond Manchester Student Homes you can use online search engines, social media, local newspapers and notices boards to look for private rented accommodation.

Before committing to accommodation please make sure you have considered the things discussed in [Things to be aware of](#).

SOCIAL HOUSING

Social Housing either provided by the local council or a Housing Association is unlikely to be a suitable option for most students as waiting times for accommodation are often very long and priority for accommodation is normally limited to specific groups with a urgent housing need and a 'local connection' to local authority in which they are applying. To apply for Manchester Council and most of the city's Housing Associations properties you will need to register with 'Manchester Move' here: <https://homes.manchestermove.co.uk/choice/default.aspx>

LODGING IN SOMEONE'S HOME

Another option many students consider is to rent a room in a house that they share with their landlord as this can often be cheaper than renting privately.

If you live with your landlord as a lodger and share living accommodation, you will be an 'Excluded Occupier' and you will only have the most basic protection from being evicted compared to somebody in private rented accommodation. This is discussed further in the section [Tenancy & Licence Agreements](#).

Even though this is often seen as a more 'informal' way of renting it is strongly advisable to get a written agreement between you and the person you are renting from confirming details such as the rent, what bills you have to pay and how long your agreement is for.

Manchester Student Homes website has a message board where people advertise for a lodger to rent a room in their property: <https://www.manchesterstudenthomes.com/MessageBoard>

THINGS TO CONSIDER/BE AWARE OF

This section covers a number of the key things to consider and to watch out for when looking for accommodation.

DON'T RUSH

One thing we would stress is that there is no need to commit to a tenancy early in the academic year as students often feel pressure to have a contract agreed for the following year within the first term because they get the false impression that there will be no properties left if they don't.

We would recommend waiting so you can decide where you want to live and with who as once you have signed a tenancy agreement it is very difficult to get out of that agreement. See [Tenancy Agreements](#) for more information.

COST

The price of accommodation in Greater Manchester can vary considerably depending on where you wish to live, whether you share with other people and whether a property is furnished or not so it is worth considering these things before you commit to a property.

Remember that if you live away from the university campus you will also need to factor in potential travel costs when considering what you can afford. Student Bus Passes for Stagecoach and First can be purchased from the Student Union.

Unfortunately, it is not uncommon for landlords in Greater Manchester to ask International Students who do not have a UK based Guarantor to pay all or the majority of the years rent upfront. Landlords advertising on the Manchester Student Homes website who meet their 'International Standard' will not ask international students to have a UK based guarantor or pay full rent upfront. More information about this can be found here: <https://www.manchesterstudenthomes.com/Pages/International-Friendly-Standard>

HOW ARE YOU GOING TO PAY THE RENT?

Before committing to a property you will need to consider how much you can afford to pay to ensure that you can afford to pay the rent for the entire length of the contract.

MMU Halls will normally allow you to pay your rent in three instalments in line with when your Student Finance is paid however this is not always the case with private halls and private landlords who may require rent to be paid on a weekly/monthly basis. It is also not uncommon for private rented properties to start in July & August during the summer vacation period meaning you may have to pay up to three months' rent before you receive your first Student Finance Payment.

BILLS INCLUDED OR NOT?

Student Halls, both MMU and Private, will normally include the costs of bills within the price of the rent. Some private landlords will also offer this but it is less common within the private rented sector.

Be aware though that 'bills included' doesn't necessarily mean unlimited usage as most agreements will include a fair usage clause limiting how much the landlord will cover. If you use beyond the agreed amount then your landlord can ask you to pay the difference.

If your agreement doesn't include the cost of bills then you will need to arrange to pay these bills directly with suppliers (Gas, Electric, Water, Internet etc.). Although this may seem more hassle it is often cheaper to pay bills directly with providers than have a landlord charge extra on the rent each week. More information on paying bills can be found in [Rent, Bills, Council Tax](#).

SCAMS

Scams targeting people looking for properties are unfortunately becoming more common. These scams will normally involve someone advertising a property to rent (usually online) and asking for a upfront fee when the property in question either doesn't exist or has already been rented out.

We would recommend taking care when looking for accommodation and to never pay any money until you have had the opportunity to see a property.

To avoid becoming a victim of scams it is safest to rent from landlords/letting agents who are members of a national landlord accreditation scheme, a Letting Agent Redress Scheme (see [Things to be aware of](#)) or advertised through Manchester Student Homes.

More information about Rental Scams and tips to avoid them can be found on the Action Fraud website here: <https://www.actionfraud.police.uk/a-z-of-fraud/rental-fraud> and the NUS Website here: <https://www.nus.org.uk/en/campaigns/the-lock-your-home/rental-scams/>.

If you believe you have been victim of a fraud then you can report this to police by phoning 101 or to Action Fraud either by phone 0300 123 2040 or via their online form: <https://www.actionfraud.police.uk/reporting-fraud-and-cyber-crime>

HMO LICENCING

A House of multiple occupation (HMO) is a property rented by at least three people not considered to be in the same household (e.g. family) who share facilities like the kitchen and bathrooms.

The landlord of a HMO must have a licence from the local council if they are renting to five or more unrelated people who form two or more separate households.

A landlord of a HMO has extra-legal responsibilities for covering things like the number of people in the property, the number of bathrooms per person, the size of each bedroom, the upkeep of communal areas and to ensure gas & electric safety. More information about HMO's can be found here:

https://secure.manchester.gov.uk/info/10084/private_landlords_information/7398/houses_in_multiple_occupation_hmo/1

https://england.shelter.org.uk/housing_advice/private_renting/houses_in_multiple_occupation_hmo

TENANCY & LICENCE AGREEMENTS

This section discusses the main types of tenancy and licence agreements you may find, what they mean for you and how they can be ended.

WHAT IS A TENANCY AGREEMENT?

A tenancy agreement is a legal document containing all the terms and conditions of the tenancy that sets out the rights and responsibilities of both landlord and tenant. A tenancy agreement should include:

- + the names of all people involved
- + the property address
- + the start and end date of the tenancy
- + the rental price and how it's paid
- + information on if and when the rent will be reviewed
- + the deposit amount and where it will be protected
- + when the deposit can be fully or partly withheld, for example to repair damage caused by tenants
- + any tenant or landlord obligations
- + which bills your tenants are responsible for

Remember that a contract is legally binding so read it carefully and check that you understand all the clauses. Don't feel pressured into signing a contract without having the chance to read it properly, a reasonable landlord should give you the opportunity to take the tenancy agreement away to check and/or seek advice on before you sign it.

We at the Student Union Advice Centre are happy to check over a tenancy agreement and explain any terms you are unsure about before you sign it.

JOINT TENANCY AGREEMENTS

If you live with other people then you may have either an individual or a joint tenancy agreement. It is important to check which type of tenancy you have as your liability for any rent or damage is different depending on whether you have individual or a joint tenancy.

If you sign a tenancy agreement with just your name on it, you have sole liability for any rent set out in your tenancy plus any arrears and/or damage to your property. In shared accommodation individual agreements will usually be given when a tenant is renting a specific room within a property and then shares certain facilities such as the bathroom and kitchen.

If you have a joint tenancy, where you and the other people you live with all sign one tenancy agreement together, as opposed to each signing individual agreements, then this will normally grant you all access to the whole property not sole occupation of a specific room. This also means that you and your housemates will all be jointly and severally liable for the full rent for the property not just your individual share so if one of your housemates does not pay their share of the rent you would still be liable for the full rent and could be asked to pay.

ASSURED SHORTHOLD TENANCY

If you are renting your property from either a private landlord or a private halls provider then in most cases you will have a type of tenancy called an Assured Shorthold Tenancy.

An Assured Shorthold Tenancy will usually start by being for a fixed period for example six or twelve months but can be on a weekly or monthly rolling basis referred to as 'periodic' tenancy.

If you have a fixed term tenancy you will normally be liable for the full rent until the end of the fixed term unless your tenancy agreement includes a break clause allowing you to end the tenancy agreement early. The fixed term also means that your landlord cannot evict you during this period without legal reasons and a court ordering you to leave.

At the end of your fixed term if you wish to leave you can end the tenancy by moving out and returning the keys by the last day

of the fixed term. However if your tenancy agreement states that you should give your landlord notice (e.g. one month's notice) of your intention to leave then it is advisable to do this to avoid disputes. If you have a periodic tenancy then you will need to give your landlord the required notice as set out in your tenancy agreement in order to legally end the tenancy. Please be aware that in order to be valid your notice must end on the first or last day of a tenancy period, this may be different to the day you pay your rent. For example, if you have a monthly tenancy which began on the 5th of the month your notice would need to end on the 4th or 5th day of the month.

If you wish to stay (or don't move out) you can remain in the property beyond your fixed term without signing a new contract as your tenancy should automatically become a rolling 'periodic' agreement on a month to month basis at the same rent. Alternatively, you could agree with your landlord a new fixed term tenancy agreement. See [Deposits/Fees/Checks/Guarantor](#) for when a landlord or letting agent is allowed to charge a fee for this.

At the end of your fixed term period if your landlord wishes to evict you they can do so without needing to provide a reason as long as follow the correct legal process starting with issuing a valid 'Section 21 Notice' giving at least two notice. More information about this process can be found here: https://england.shelter.org.uk/housing_advice/eviction/section_21_eviction/section_21_eviction_process

If you are still in the fixed term period your landlord can only evict you if they have a valid reason to do so as set out in the Housing Act 1988. These would commonly be for issues such as rent arrears or anti-social behaviour. This process would be started by issuing a Section 8 Notice. More information about this process can be found here: https://england.shelter.org.uk/housing_advice/eviction/eviction_with_a_section_8_notice

If a landlord wishes to evict you using either the Section 21 or Section 8 Notice they have

to follow the correct legal procedure which is:

- + Serves Valid Section 8 or Section 21 Notice
- + Apply to Court
- + Court issues a possession order
- + Court instructs bailiffs evict you from your home

Until a court instructs bailiffs to evict you from your home you do not legally have to leave the property, so if your landlord forces you to leave before this point then this could be an illegal eviction. During this process, however you will still be bound by the terms of the tenancy so will be liable for rent and could be order to pay your landlords court costs.

Please note, if your landlord is using the Section 21 procedure if you do not submit a defence then they can apply to court to use the 'accelerated procedure' meaning there won't be an actual possession hearing in court.

COVID-19 UPDATE

Due to Covid-19 the government made changes to the normal eviction process requiring landlords to give at least a three-month notice period for both Section 21 and Section 8 notices issued after the 26/03/2020. The government are yet to announce if or when the notice period will revert to two months again.

All evictions were also put on hold but are due to start again from the 20/09/2020.

These changes also apply to Assured and Secured Tenancy's discussed below

A copy of the latest government Covid-19 Housing guidance can be found [here](#).

ASSURED TENANCY

If you rent your property from a Housing Association then you are likely to have an Assured Tenancy after you have completed the first 12 months 'starter tenancy' stage of renting the property. The main exception to this would be if a Housing Association granted you a tenancy for a fixed period of time in which case you are likely to have an Assured Shorthold Tenancy discussed above.

If you have an Assured Tenancy then your landlord can only ask you to leave if you breach terms of your tenancy agreement such as having rent arrears or committing antisocial behaviour. They would then have to follow the correct legal procedure to evict you which includes applying to court for a court order for your eviction. More information about the process a Housing Association would need to follow in order legally evict an Assured tenant can be found on Shelter's website here: https://england.shelter.org.uk/housing_advice/eviction/eviction_of_assured_tenants

If you wish to end an Assured tenancy then you will normally need to issue your landlord with a Notice to Quit giving at least 4 weeks' notice ending on the first or last day of your rental period. e.g. if your tenancy started on 5th of the month your notice has to end on either 4th or 5th

of the month. However, check your tenancy agreement as it may say you need to give a longer notice.

SECURE TENANCY

If you rent your property from the council then you are likely to have a Secure Tenancy after you have completed the first 12 months 'introductory tenancy' stage of renting the property.

In most cases a Secure Tenancy will have no 'end date' so you should be allowed to stay in the property for the remainder of your life if you wish as long as you do not breach the terms of your tenancy agreement. A member of your family may also be able to inherit the tenancy. You may also have the right to buy the property for a discounted rate once you have lived there for three years.

The council will not be able to ask you to leave the property unless you breach terms of the tenancy such as run up rents areas, sublet the whole property or cause antisocial behaviour. If this was the case then the council would have to follow the correct legal procedure to evict you that includes applying to court for a court order for your eviction. More information about the process the council would have to follow to legally evict a Secure tenant can be found

on Shelter's website here: https://england.shelter.org.uk/housing_advice/eviction/eviction_of_council_tenants

If you wish to end a secure tenancy you have to give the council at least 28 days' written notice which much end on either the first or last day of your rental period e.g. if your tenancy started on the 5th of the month your notice has to end on either 4th or 5th of the month.

It is strongly advised that you consider all your options before giving up a council tenancy as they offer long-term security. It would also be very difficult to get a new council tenancy if you were to require one in the future.

LICENCE AGREEMENT

Basic Protection

If you live in halls owned by MMU then you will be an 'occupier with basic protection' and the agreement you have with the university will be a licence agreement not a tenancy agreement. This still however means that you have agreed to pay the full rent set out in your agreement until the end of the fixed term set out in the agreement.

A licence agreement does not give the same levels of protection, as a tenancy agreement would, but the university would still not be able to evict you during

a fixed term unless you break a term of the licence agreement.

At the end of your fixed term, the University does not need to give you written notice to ask you to leave. If you don't leave the property at the end of your fixed term or when the university has asked you to leave following a breach of tenancy then the University will need to apply to court for a possession order to legal evict you from the property.

The University will allow you to end the agreement during the fixed term period if either you withdraw from the university and give at least four weeks' notice or you find a replacement tenant to take over the tenancy and you have paid the full rent until that point. You should also be able to cancel the agreement before the university year starts if you will not be either attending MMU that year because you did not meet the entry requirements, have deferred entry or decided to study at a different institution. A copy of the university's Accommodation cancellation and refund policy can be found here: <https://www.mmu.ac.uk/study/accommodation/your-contract/policies-and-documents>

If you wish to cancel your MMU Halls agreement then you will need to email accommodation@mmu.ac.uk with your full name, MMU ID number,

and reason for wanting to end the agreement. If this is because you are withdrawing from the university or suspending your studies that you also provide a confirmation of this.

You may also be an occupier with basic protection if you live in your landlord's property but do not share any facilities with them. If this is the case more information can be found on Shelter's website here: https://england.shelter.org.uk/housing_advice/private_renting/occupiers_with_basic_protection

Excluded Occupier

If you live with your landlord in their property then you are likely to be an Excluded Occupier and will only have very basic protection and rights. There is no legal requirement to have a written agreement but it is strongly advisable to agree one so it is clear from the start each person's rights and responsibilities, how long you have agreed to rent for, how much you have agreed to pay and how each person can end the agreement.

If you live with your landlord then they can ask you to leave by giving you 'reasonable notice' which should be at least seven days unless you agreed to rent for a fixed period. If this the case then they must wait until the end of this period before giving you notice. A landlord does not require a court order to evict a 'excluded occupier'

More information about the process a landlord would need follow to legally evict a Excluded Occupier can be found on Shelter's website here: https://england.shelter.org.uk/housing_advice/eviction/eviction_of_lodgers_and_other_excluded_occupiers

LEAVING A TENANCY AGREEMENT EARLY

If you have agreed a tenancy agreement for fixed period then you are normally tied into the agreement so liable for the full rent until the fixed term period ends. There is normally no way of ending the agreement earlier unless either:

+ Your landlord agrees to Surrender your Tenancy

It may be possible to negotiate with your landlord to get their permission to end your tenancy but they are under no obligation to agree to this.

+ Your Tenancy Agreement contains a Break Clause

Some tenancy agreements will include a 'break clause' that allows you to end the tenancy early, normally if certain conditions are met such as if a replacement tenant is found. If your tenancy agreement does contain a break clause then you should be able to end your tenancy agreement in

line with the clause and ending your rent liability.

Even if your tenancy does not contain a 'break clause' your landlord may be willing to release you from your tenancy agreement if you are able to find somebody else to take over your tenancy. However before advertising your room we would advise that you speak to your landlord to confirm that they would agree to this.

If so you can then try and find a replacement tenant and once they move in you should not be charged any further rent. You can advertise your room on the message board on Manchester Students Home's website which can be found here: <https://www.manchesterstudenthomes.com/MessageBoard>

If you are able to come to an agreement with your landlord to end your tenancy early then we would strongly advise you get any agreement in writing and signed by your landlord.

COVID-19 UPDATE

Despite the restriction that have been in place due to Covid-19 there has been no government guidance for England to say that landlords should release students from their tenancies even when they are no longer able or required to attend university in person. This means that despite the Covid-19 restrictions that you have been in place you remain liable for your rent until the end of the fixed term unless either of the above points apply, even if you haven't been living in the property.

A copy of the latest government Covid-19 Housing guidance can be found [here](#).

DEPOSITS/ FEES/CHECKS/ GUARANTORS

This section discusses the information and fees a landlord or letting agent may ask for before agreeing to rent you a property.

TENANCY DEPOSITS

Most private landlords ask new tenants to pay a deposit, with the amount you will be expected to pay typically equivalent to one month's rent. From 01/06/2019, the maximum tenancy deposit you can be asked to pay is the equivalent of 5 weeks' rent.

With joint tenancies, a landlord may pool together each tenant's deposit to create one big deposit, which may then be put into a Tenancy Deposit Scheme under a 'lead' (single) tenant's name.

If you rent from a private landlord and have a Assured Shorthold Tenancy (see [Tenancy & Licence Agreements](#)) then your landlord must protect any deposit paid in one of the government schemes within **30 days** of you paying it and issue you with 'prescribed information' about where your deposit has been protected. This is still the case even if your landlord has instructed a letting/ estate agency to handle to deposit protection for them as ultimately they are still responsible for ensuring that the deposit is protected in line with the Deposit Protection Regulations. More information on these rules can be found here: https://england.shelter.org.uk/housing_advice/tenancy_deposits/tenancy_deposit_protection_rules

The three tenancy deposit schemes are:

The Deposit Protection Service

The Pavilions, Bridgwater Road, Bristol, BS99 6AA
T: 0330 303 0030
www.depositprotection.com

The Tenancy Deposit Scheme

PO Box 1255, Hemel Hempstead, Hertfordshire, HP1 9GN
T: 0300 037 1000
www.thedisputeservice.co.uk

My Deposits

1st Floor, Premiere House, Elstree Way, Borehamwood, Hertfordshire, WD6 1JH
T: 0333 321 9401
www.mydeposits.co.uk

Each scheme's website contains a link you can use to search to see whether your deposit has been protected or not.

If your deposit has been protected then each of the three schemes has an alternative dispute resolution service that you can use if you have a dispute about the return of your deposit at the end of your tenancy. This service is free but is only available if both you and your landlord agree and time limits to raise a dispute apply. The details of how to raise a dispute can be found on each of the schemes website. Any decision made by the resolution service is binding on both you and your landlord.

If your deposit hasn't been protected within 30 days or it has but you were not provide with information about where it has been protected then you can take court action against your landlord to ask for the return of your deposit and for compensation of between one and three times the amount of your deposit. More information about this is available here: https://england.shelter.org.uk/housing_advice/tenancy_deposits/tenancy_deposit_compensation_claims However you need to be aware that there will be court costs involved in submitting a claim against your landlord and if you are unsuccessful that you could be ordered to pay your landlords court costs as well as your own.

HOLDING DEPOSIT

A landlord or letting agent may also ask you to pay a 'holding deposit' to reserve a property while they carry out any checks they wish to do and arrange for tenancy agreements to be signed. For any agreement made from the 01/06/2019, onwards you cannot be charged more than one week's rent as a 'holding deposit'. There was no limit prior to this date.

Once you have paid a holding deposit you normally have fifteen days to enter into a tenancy agreement although you and the landlord or agency

can agree a different timeframe if required.

If you enter into a tenancy agreement your landlord can either return your holding deposit to you within seven days of agreeing the contract or with your permission put it towards a tenancy deposit or the first rent payment.

If your landlord chooses not to rent you the property they will normally be required to return the holding deposit in full this includes if you fail a 'credit check' (see below) as long as you provide truthful information. A landlord or agent can only keep a holding deposit if you mislead the landlord and/or provide false information, failed a 'right to rent check' (see below) or you decide not to rent the property after paying the holding deposit. You should therefore only pay a holding deposit if you intend to move into the property in question.

FIRST MONTH'S RENT

Other than a tenancy deposit and holding deposit most private landlords or letting agents will be ask for the first month's rent upfront before your agreement starts.

MMU Halls will normally charge £200.00 upfront, which will be added to your rent account once you move in. If you are a new student at MMU and are

struggling to pay this then the university's Financial Support Team may be able to offer assistance. You can contact them via on 0161 247 1045 for further information.

For any agreement made from the 01/06/2019, onwards a landlord or letting agent is not allowed to charge any additional fees before your tenancy starts other than a tenancy deposit of five weeks rent or less, a holding deposit of one weeks rent and rent in advance.

OTHER FEES

If you agree or renew a tenancy from the 01/06/2019, you can only be charged additional fees to those listed above in specific situations. These are:

- + **Lost keys or fobs.** You can be charged a 'reasonable' cost of replacement.
- + **Late payment of rent but only if you're 14 days or more late with payment and it is stated in your tenancy agreement.** You cannot be charged more than 3% APR above the Bank of England base rate.
- + **Changing or assigning your tenancy to somebody else.** You can normally only be charged up to £50.00 for this unless your landlord can prove it will cost them more.
- + **Ending your tenancy early.** You can be charged

for any reasonable costs incurred by your landlord or letting agent.

- + **Renewing your tenancy.** You can only be charged for renewing your tenancy if you signed your current tenancy agreement before 01/06/2019, and it states in the agreement that you have to pay a renewal fee. If you signed your agreement on or after 01/06/2019, then you cannot be charged to renew your tenancy.

Other than the fees discussed above your landlord or letting agent is not allowed to charge you fees in any other circumstances including for referencing, administration and credit checks. The exception is if you agreement has bills included in the rent then your landlord can also charge for payment of the bills stated in your agreement.

If you signed your tenancy agreement before the 01/06/2019, then these rules will not have applied until 01/06/2020 so your landlord or letting agent will be able to continue to charge you any fees set out in your tenancy agreement until this date.

If you believe that you have been charged a banned fee by your landlord or agent then you can apply to the First Tier Tribunal. If the tribunal agrees that it was a banned fee they can order the landlord or agent to pay

the money back. You can also complain to either:

- + A letting agent redress scheme if a letting agent—more information here: [What to do if things go wrong](#)
- + Trading standards at your council. Manchester Council's scheme can be found here: <https://www.manchester.gov.uk/info/200098/trading-standards>

Your landlord can also not issue a valid Section 21 notice if they have charged you a prohibited tenant fee until they have refunded you the money in questions. **Tenancy & Licence Agreements** has more information on the Section 21 process.

GUARANTORS

It is common for landlords or letting agents to request a guarantor from students before agreeing to rent a property. A guarantor is somebody who agrees to pay the rent or cover any damage if you fail to pay.

Your guarantor will need to sign an agreement confirming what charges they are agreeing to cover in case of non-payment. Where you have a joint tenancy this could either be for just your proportion of the rent and damage or the total rent and all damages for the property so your guarantor will need to check carefully what

they are agreeing to before committing.

If you are unable to provide a guarantor then it can make finding accommodation more difficult. If this is the case you could start by explain your circumstances to your landlord and try to provide references from former landlords to show you are a good tenant who pays their rent on time. If this isn't successful you could try offering to pay a larger proportion of the rent up front or there are commercial companies who can agree to be your guarantor for a fee.

Landlords who meet the 'International Standard' on Manchester Students Homes will not require a UK based guarantor so you could try and look for properties from landlords with this accreditation on the Manchester Student Homes website: <https://www.manchesterstudenthomes.com/Accommodation>

CHECKS

When you apply for a tenancy the landlord or letting agency are likely to carry out a number of checks before agreeing to rent you a property. These are likely to include:

- + **Right to Rent.** A landlord has a legal responsibility to check that any prospective tenant has the legal status to live in the UK. They will check

this with the Home Office. If you don't have the legal right to remain in the UK then a landlord cannot rent you a property.

- + **Credit Checks.** Landlord and letting agents will often carry out a credit check to see if you have a history of not paying bills on time. If you have a poor credit rating then your landlord can choose not to rent you a property but may agree if you can pay a large amount of rent upfront or provide a guarantor (see above). Landlords and letting agents will often also check your guarantors credit rating.
- + **References.** You will often be asked to provide a reference from your previous landlord and/or employers etc.

If you provide correct information for your application then if following their checks your landlord or letting agent decides not to rent you a property then they should return any holding deposit you have paid.

MOVING IN

This section suggests a number of important things to do and find out as quickly as possible after moving into your new home.

COVID-19 UPDATE

The current government guidance states that house moves are permitted as long as they are done safely and in line with social distancing guidelines set out in the link below.

If however you are currently 'self-isolating' or are experiencing Covid-19 like symptoms or are intending to move in with somebody who is then you should not move home.

If you need to delay a move due to Covid-19 then where possible do not sign a contract until you are ready and able to move. If you have already signed a contract then you will still be tied into this agreement but your landlord may be willing to negotiate a new tenancy start date and/or move in date but they are under no obligation to do so.

A copy of the latest government Covid-19 House Move guidance can be found [here](#).

WHAT YOUR LANDLORD SHOULD PROVIDE

When you first move into private rented property your landlord has a legal responsibility to provide:

- + An up to date Gas Safety Certificate
- + A Energy Performance Certificate
- + A Electrical Safety Check Report (for tenancies that start after 01/06/2020)
- + A copy of How to rent: The checklist for renting in England
- + Confirmation that the deposit has been protected if already paid and the correct prescribed information for the deposit scheme used
- + A Privacy notice in line with GDPR compliance

IMPORTANT THINGS TO FIND OUT

When you first move into a property make sure you quickly find out from your landlord things like:

- + Where the gas, electric and water meters are
- + Who the current utility suppliers are
- + How to work the heating system and where the thermostat is
- + How to work all appliances in the property

- + What the security alarm code is and how to use it (it can void any contents insurance if the property has an alarm which is not used)
- + Does anything in the property require special cleaning methods such as wooden floors or carpets
- + Ask for the keys for any windows and patios
- + What day the bins are emptied on. You can also search for this information on your Local Council's website, for Manchester Council: https://secure.manchester.gov.uk/info/200084/bins_rubbish_and_recycling
- + Who to contact in regards to repairs

INVENTORY

It is important to complete an inventory with your landlord or letting agent when you first move into a new property. This will make things much easier if there is a dispute over the return of the deposit at the end of the tenancy. If your landlord isn't around to complete the inventory do it yourself and take time stamped pictures and videos or take a witness.

When completing your inventory make special note of the condition of things such as the paintwork, carpets, curtains, fittings, furniture and appliances

as these are often the most contested items at the end of a tenancy. It is also important to note if anything listed on the inventory is missing for example if the inventory states there is a microwave in the kitchen but this isn't there or if anything isn't working especially electrical items, the boiler and any alarms in the property.

Once you have complete the inventory sign and date it then make sure you keep a copy safe but also send the signed copy to your landlord.

More information on completing an Inventory can be found on Shelters website here: https://england.shelter.org.uk/housing_advice/private_renting/how_to_check_and_agree_an_inventory

CONTACT UTILITY SUPPLIERS

If your rent doesn't cover the cost of utilities you will need to contact each of the companies that provide you with gas, electricity and water and inform them that you have moved in. If you are unsure who the provider is your landlord or agent should be able to tell you. If not you can ring the Meter Number Helpline on 0870 608 1524.

To open your account you will need to provide metre

readings. It is also advisable to ask the suppliers to note all joint tenants' names on the account. It is important to ensure that you give accurate meter readings or you may find that you end up paying for previous usage. If you are unable to locate the meters then contact your landlord or agent who will be able to tell you.

COUNCIL TAX

It is important to inform the local council that you have moved into your new property and provide a 'Student Exception Certificates' for each full time student residing with you to avoid Council Tax charges you may not be liable for. You can get a copy of your 'Student Exception Certificate' from your Student Hub.

Alternatively for Manchester Council **if the university has your new address** you can complete the Student Exception form online here: https://www.manchester.gov.uk/info/500334/students/5783/money_off_council_tax_for_students_and_people_who_live_with_students/3

More information on Utilities and Council Tax can be found here: [Rent, Bills, Council Tax](#).

TV LICENCE

If you have a television in your property or watch TV on your computer, tablet or phone you will be required to pay for a TV Licence.

Whether you require one TV Licence for the whole property or one for each tenant will depend on your tenancy agreement. If you share with other people and have a joint tenancy for the whole property, you should only need one TV Licence, but if each tenant has an individual agreement for a specific room then each tenant will require their own licence.

You can purchase a TV Licence online here: <https://www.tvlicensing.co.uk/cs/pay-for-your-tv-licence/index.app>

POST

Remember to update people and organisations with your new address (including the university). Depending on how far you have moved you may also need to register with a new GP. You can search for a new GP here: <https://www.nhs.uk/Service-Search/GP/LocationSearch/4>

The Royal Mail can redirect any post sent to your old address to your new address for a fee.

If you continue to receive mail addressed to former

tenants then the best thing to do is cross out the address and write either 'Not known at this address' or 'No longer lives here' and put it back in a post box.

REGISTER TO VOTE

The local council are likely to contact you with a Household Enquiry Form to check their electoral register details are correct, it is a legal requirement to respond and if you don't you could be fined.

The easiest option is to register to vote when you first move into a property, this can be done online here: <https://www.gov.uk/register-to-vote>

CONTENTS INSURANCE

It is advisable to get contents insurance to ensure your personal items in case of accidental damage or theft.

If you are in private halls it is worth checking whether your tenancy agreement includes contents insurance as some private hall provide this as part of the rent cost. Occasionally you may also be covered by your parent/s insurance while temporarily away at university but you would need to check their policy to confirm this.

RENT, BILLS, COUNCIL TAX

This section discusses the main types of priority bills you are likely to need to pay alongside your rent.

GAS AND ELECTRIC

Once you have moved in you can change your gas & electricity provider if you wish but you will still need to set up an account with the original supplier to pay for your usage until your transfer to a new supplier has been completed.

When setting up an account with a gas & electricity company it is important to provide accurate meter readings to prevent you being charged for the previous tenant's usage. We would also suggest informing the supplier that you are living in a shared property and asking them to put all the tenants on the account as usually only people named on the account are liable for any bill.

Gas and electric prices vary across the country and based on how you wish to pay, therefore your current supplier may not be the cheapest. You can use price comparison websites to check whether you can save money by switching supplier. However before you agree to switch you should check the agreement you have with your current provider for any exit fees for cancelling your current contract early.

There are various ways you can pay for gas & electric including by monthly direct debits, quarterly bills, payment card or using prepayment meters,

which you need to top up. Each different method has its advantages and disadvantages but as a general rule the cheapest way to pay is via Direct Debit with paperless billing. Most energy companies will also offer a discount if you agree to have both your gas and electric supplied by them, this is often referred to as Dual Fuel plans.

If your property has prepayment meters when you move in you can ask your energy supplier to replace them with a credit meters, as long as you are not in debt to them.

If you are liable for the gas and electric charges in your property, you do not need your landlord's permission to change the meter or your supplier. However, your landlord can make you change both back to how things were at the start of the tenancy when you move out.

As a general rule for all bills if you pay another tenant for a bill then ensure that you get a receipt or make sure you can prove you have paid it (such as via named bank transfer). Although this may sound a bit formal among friends, problems can arise from bill-paying so it's important you have evidence of what you have paid and when.

Warm Home Discount

The Warm Home Discount is a one payment of £140 paid

directly into your electricity account in the winter to help with energy costs over the winter period. The scheme is mainly aimed for people in receipt of Pension Credit who automatically qualify however each of the large energy providers* have a 'Broader Group' of people they can offer the payment to. Each company has their own rules on who they consider to fall into this category but this would normally be people with a disability or who live with young children AND receive certain benefits: such as Universal Credit, Income Support, Employment and Support Allowance or Child Tax Credit.

Unlike people who are in receipt of Pension Credit if you may fall into the 'Broader Group' you will have to apply to your electricity provider to be included in the scheme for a payment. Each provider will only accept a certain number of applications each year for the scheme, which they accept on a first come basis. There is no specific date when applications open but it is normally in the summer/ early autumn so it is worth checking with your supplier around this time.

If you believe you fit into the 'broader group' it is worth contact your supplier to make them aware of your circumstances as they may be able to provide you with additional support around your energy usage.

***Only large energy companies have to offer this scheme so you will find that many of the smaller providers do not offer these payments.**

WATER

The only water supplier for the North West of the UK is United Utilities so you will need to contact them to set up an account and arrange payment. This can be done online here: <https://www.unitedutilities.com/my-account/moving-home/a-new-customer/> or by phoning 0345 026 7661.

If your property has a water metre then you will be charged for your actual usage based on metre reading plus a standing charge. It is still however common for properties to not have water metres in which case you will be billed a fixed annual amount normally based on your properties 'rateable value'.

If you don't have a water metre in your property but would prefer to be billed this way then if you tenancy agreement is for six months for longer then you have a right to have a water metre installed free of charge, unless it's not practical or is unreasonably expensive to do this. To request a water metre you will need to contact United Utilities but we would strongly suggest you ask your landlord's permission before having a water metre installed.

COUNCIL TAX

Council Tax is a charge for services provided by the local authority where you live. It is a single bill for each household/ property. Council Tax rates are set annually by individual councils and bills run from April to the following March. The amount of Council Tax

for an individual property can depend on various aspects e.g. property value, number adults living in the property and duration the property is occupied.

Most full-time students are exempt from paying Council Tax for the duration of their course. However, this is not an automatic exemption and your council will require proof that you are a full time student otherwise you will continue to receive bills. To notify your council that you are a full time student you will need to provide them with a copy of your 'Student Exception Certificates' which is available from your Student Hub. Alternatively, for Manchester Council if the University has your new address you can complete the Student Exception form online here: https://www.manchester.gov.uk/info/500334/students/5783/money_off_council_tax_for_students_and_people_who_live_with_students/3

Please note that each full time student residing with you will need to notify the council in order to avoid Council Tax charges you may not be liable for.

If you live with adults who are not full time students then they will remain liable for the Council Tax even though you are exempt. If there is only one adult in the property who is not a full time student then they should receive a 25% 'Single Occupancy' reduction in the bill.

Part-time students are not exempt and you will have to pay Council Tax. You can apply

for Council Tax Support from the Council if you have a low household income that can help contribute towards the cost of bill.

If you do receive a bill from the council do not ignore it or presume as you are student you can ignore it as the council can quickly take further action against you including applying to the Magistrates Court and then enforcement action against you. This can include deducting money from any wages you receive or instructing enforcements agents to visit your property. Any further action taken by the council will add costs to your account that you will remain liable for even if you then later show you are a student an exempt from actually paying the Council Tax bill.

If you do receive any letters from the council regarding Council Tax try providing your Student Exception Certificates to your council again for all full time students you live with. If this doesn't resolve the issues then please contact Student Union Advice Centre for further assistance.

WHAT TO DO IF THINGS GO WRONG

This section covers some of the main issues that can arise during your tenancy and how to try to resolve them. The exception is disrepair which is discussed in [Disrepair/Mould/Pests](#)

RENT ARREARS

Payment of your rent should always be considered a priority because if you do not keep up with the payments your landlord may take steps to evict you.

This process should start with your landlord sending you letters reminding you about the overdue rent but the exact process your landlord would need to follow will depend on what type of licence or tenancy agreement you have. This is discussed in more detail here: [Tenancy & Licence Agreements](#).

If you do fall behind with your rent do not ignore the issue and seek advice as soon as possible as the situation is likely to become worse the longer you remain in arrears. If the reason you have fallen into arrears is because you are awaiting your next Student Loan payment then explain this to your landlord and hopefully they will act reasonably but be aware of any charges for late payment of rent discussed in [Deposits/ Fees/ Checks /Guarantor](#).

ANTI-SOCIAL BEHAVIOUR

Anti-social behaviour covers a wide range of activities that can cause harm to a person or people, the local community or to the environment. Things that may be considered anti-social behaviour could include making excessive noise or disturbing neighbours, street drinking, vandalism and littering.

You can report anti-social behaviour to the police or your local authority. Alternatively, if you live in social housing you can report anti-social behaviour to your landlord to investigate or if you live in MMU halls you can report it directly to the MMU Accommodation team to investigate, if you are in private halls your landlord should also investigate.

The following links are for reporting anti-social behaviour to Manchester Council, however if the issue is an emergency then always call **999**.

Report a Hate Crime: <http://www.report-it.org.uk/home>

Report a Noise Issue: https://secure.manchester.gov.uk/info/100006/environmental_problems/2956/tackle_a_noise_problem

Report Dumped Rubbish: https://secure.manchester.gov.uk/forms/form/1599/en/report_dumped_rubbish

Anti-Social Behaviour: https://secure.manchester.gov.uk/info/200030/crime_antisocial_behaviour_and_nuisance/4965/antisocial_behaviour_asb

MMU Accommodation:

- + **Website:** <https://www2.mmu.ac.uk/accommodation>
- + **Email:** accommodation@mmu.ac.uk
- + **Address:** Accommodation Office, Manchester Metropolitan University, Room 1.19 Business School, Manchester Campus, Manchester, M15 6BH

Remember that as students you are part of the local community and should ensure that you act in a way that respects your neighbours and the community at all times. If you are involved in activities that could be considered as anti-social behaviour then you could face action from the police, local authority and under the university Code of Conduct procedure.

BURGLARY/SECURITY

It is important to take steps to keep your property secure especially when you are going out or away for extended periods as students' homes can be a target for burglars as they are often believed to contain multiple high value items such as laptops and smart phones. Manchester Council have a useful guide to Student Safety and keep your property safe available here: https://secure.manchester.gov.uk/info/500210/student_safety/4795/student_safety

If you are subject to burglary then you should report this to the police via 101 (in a emergency use 999) and try as best as possible not move things about until the police have investigated.

If there has been damage to the property, report this to your landlord, if the damage is not your fault they should be responsible to pay to secure the property and put things right.

PROBLEMS WITH FELLOW TENANTS

If you experience any issues with the people you live with don't ignore the problem, instead try to resolve the situation between yourselves and hopefully come to a solution together which you can all agree on going forward. In the event that you are unable to come to a solution between yourselves then we at the Student Union Advice Centre can facilitate mediation sessions between housemates to try and resolve any issues. In order to use this service all parties need to agree to take part. If you wish to find out more about this service or to book an appointment then please contact us on 0161 247 6533 or s.u.advice@mmu.ac.uk.

It is normally very difficult to get out of tenancy agreement during a fixed term period unless your agreement contains a 'break clause' allowing you to leave early. Some landlords may also allow you to leave if you find a replacement tenant to take over from you in the tenancy. This is discussed in more detail here: [Tenancy & Licence Agreements](#).

COVID-19 UPDATE

If you are concerned that the people you live with are not following the current government guidance and/or not adhering to social distancing we would suggest first trying to speak to them and showing them the latest government guidance. A copy of the latest guidance for Greater Manchester Covid-19 guidance can be found [here](#).

If however their behaviour persists then you could see if your landlord can speak to them or if they are a MMU student you could report them to the university through the Complaint procedure. More information on how to do this can be found [here](#).

LETTING AGENT REDRESS SCHEME

Letting agencies must belong to one of two letting agents redress schemes, which provide a free, independent service for resolving disputes between you and a letting agent. You can complain to a letting agency redress scheme about issues such as: not clearly advertising fees, inaccurate property descriptions, disputes about fees to reserve a property, not passing rent onto the landlord or general poor service.

Before you can make a complaint you must have first given the letting agency the chance to deal with your complaint first. The redress scheme has the power to order lettings agents to put something right and/or pay you compensation if it deems fit following a complaint.

The two letting agent redress schemes are:

+ [The Property Ombudsman](#) (TPO)

+ [The Property Redress Scheme](#)

MMU ACCOMMODATION COMPLAINTS PROCEDURE

If you are living in MMU halls and you experience any issues then you can raise these via the MMU Accommodation complaints procedure. This is a separate procedure to the university main complaints procedure and is designed to address issues specific to MMU accommodation. A copy of the MMU Accommodation complaint procedure can be found here: <https://www.mmu.ac.uk/study/accommodation/your-contract/policies-and-documents>.

The complaints procedure is split into three stages:

- 1. Informal Stage.** This stage is intended to deal with the problem informally and as quickly possible. In most cases, an informal complaint would need to be made to either your local hall team or a Residential Advisors.
- 2. Formal Stage.** This stage involves make a formal written complaint to the Head of Residential Services who will then investigate the issues you have raised and will aim to respond with 28 working days in writing.
- 3. Review Stage.** If you are dissatisfied with the outcome of your complaint you can request a review of the decision but only on specific grounds. This will not be rehearing of the original complaint but will be considering whether the correct procedures have been followed and whether the outcome is reasonable.

If after exhausting the internal complaints procedure you are not satisfied with the outcome you can then take your case to you can submit a complaint to the Office of the Independent Adjudicator for Higher Education (OIA) for their consideration.

NATIONAL CODE

If you live in private student halls the organisation is a member of the 'National Code' then once you have exhausted their internal complaints procedure you can submit a complaint to the National Code for their consideration. More information about this and a list of registered members can be found on the National Code website here: <https://www.nationalcode.org/>

DISREPAIR/ MOULD/PESTS

This section explains what to do if you experience any disrepair issues during your tenancy and whose responsibility it is to fix the problems.

DISREPAIR

As a tenant you have the responsibility to act in a 'tenant like manner', which means keeping your home in a reasonable standard. This would include ensuring that you keep your property clean and in a reasonable standard including outside areas and carrying out minor maintenance such as changing light bulbs or smoke alarm batteries.

Unfortunately, disrepair will occur from time to time. If this happens your tenancy agreement should state who is responsible for the repairs, but bear in mind your landlord has a legal obligation to carry out some repairs even if it states otherwise in the contract but only from the point they become aware of the issue.

Section 11 of the Landlord and Tenant Act 1985 sets out the landlord's obligations to carry out basic repairs. For example, they must keep in good repair the structure and exterior of the building (doors, walls, windows and gutters). They must keep the supply of gas, electricity, water and sanitation in good order (gas pipes, boilers, wiring and radiators). If the property is furnished then you are responsible for not damaging the contents through negligence, but usually you will not be expected to replace items that have deteriorated through normal 'wear and tear'.

You must notify your landlord of any disrepair as soon as you can, preferably in writing. If you let them know verbally, follow it up in writing or via email and keep a copy. It can also be helpful to gather evidence of the disrepair.

Dependent upon what the repair is you must give your landlord 'reasonable time' to carry out the repairs and your landlord must give you 24 hours' notice to come round and look at the repair unless it is an emergency. 'Reasonable time' is not defined in law so repairs can take a while to complete so it is always useful to try and keep communication and negotiation open with your landlord. If necessary chase

up any outstanding repairs with further letters to ensure that you have evidence of notifying the landlord if you need to take the issue further.

If the repairs are major so you need to move out whilst the work is being done then usually the landlord should pay for this however whether they have to arrange alternative accommodation will depend on what your tenancy agreement states.

If your landlord refuses to acknowledge or carry out the repairs once you have notified them these are some options open to you:

1. If your landlord is accredited with Manchester Student Homes then you can contact them for further assistance. Their contact details are: Email: manchesterstudenthomes@manchester.ac.uk, telephone: 0161 275 7680, address: Unit 1-3 Ladybarn House, Moseley Road, Fallowfield, Manchester, M14 6ND
2. Contacting the local authority Environmental Health team. The council has the legal powers to force your landlord to do the necessary repairs if following their investigation they find that the landlord is not fulfilling their duties and this is putting you or your health at risk. You can contact Manchester Council on 0161 234 5004 or online: [Report A Repair Problem With A Private Landlord](#)
3. Take court action to get the repairs done and/or compensation. Please be aware that there will be costs involved in this and your chance of success will depend on the severity of the disrepair issues and how long your landlord has been aware of them without acting. More information on getting repairs done is available on Shelter's website [here](#).
4. Pay for the repairs yourself and withhold rent. In certain circumstances, it may be possible for you to pay for the repairs yourself then recover the costs from future rent payments but in order to do

this you must follow a specific process. More information about this process is available [here](#).

We would strongly advise not withholding rent even if you landlord is not taking action without seeking further specialist advice as doing so could result in your landlord taking action to evict you from the property and/or taking court action to recover the money owed.

COVID-19 UPDATE

Landlords continue to have the same repair obligations for your property despite the Covid-19 restrictions so if you experience a problem you should still report it to your landlord as soon as possible. The restrictions however may mean that some repairs task especially minor and less urgent action may take longer to carryout.

If you are 'self-isolating' or continuing to shield as advised by local guidance then only urgent repairs should be undertaken in your home. If you feel uncomfortable or unsafe with people coming into your home to carryout repairs you should speak to your landlord to see whether these can be delayed.

A copy of the latest government Covid-19 Housing guidance can be found [here](#).

SOCIAL LANDLORDS

If you are a tenant in social housing who has reported a disrepair issue to your landlord, if they don't carry out the repair work within a reasonable period of time or don't do a satisfactory job then the next step would

be to submit a formal complaint to your landlord using their complaints procedure.

Once you have followed their internal complaints procedure if you are still not satisfied with the action taken you can consider taking your case to the Housing Ombudsman, your local MP or taking court action against your landlord.

More information about submitting complaints about repairs issues can be found on the Shelter website here: https://england.shelter.org.uk/housing_advice/repairs/complain_about_council_or_housing_association_repairs

MOULD AND CONDENSATION

Sometimes properties may have problems with mould and landlords may argue that it is condensation and therefore the tenants fault. Condensation is caused when moisture meets a cold surface (such as a window) or a surface that gets little air (e.g. behind a wardrobe) and water droplets are formed. The water then seeps into windows and/ or runs down the walls, which in turn can cause wallpaper and paint to peel and create mould patches. It is the tenant's responsibility to take reasonable steps to prevent this from happening.

Day-to-day activities like cooking, washing and drying clothes indoors can cause or make a condensation problem worse but small steps such as keeping lids on pans when you are cooking and drying clothes outside when possible can help while also saving you energy. Keeping your home adequately heated and items such as towels off radiators can also help.

Where mould is the result of structural problems such as a leaking roof, gutter or cracked wall, leaking pipes or rotten window frames then these are your landlords responsibilities under Section 11 of the Landlord and Tenants act 1988 and so their responsibility to repair.

INFESTATIONS

Unfortunately there can sometimes be problems with infestations such as mice, rats, bedbugs or cockroaches. The issue of who is responsible for dealing with the infestation can sometimes be a grey area and is dependent on a number of factors.

If the property was already infested before you moved in, it is likely that the landlord is responsible for dealing with it as it could be argued that the property is uninhabitable. If the property has become infested since you moved in then it would depend on the circumstances that caused the infestation to occur. For example, if the pests are entering the property via a hole in an external wall then a good case can be presented that it is the landlord's responsibility as the hole in the wall would fall under their repair obligations (discussed above).

However, if the infestation has been caused by the property being dirty or rubbish lying around then the landlord could refuse to deal with it and the responsibility will be passed to you. We would advise that in any circumstances you contact the Environmental Health Department within your local authority. They may be able to identify the cause of the problem and establish who is responsible but you may be charged for any work that is undertaken.

If your accommodation is in Manchester, contact Manchester City Council Pest Control on 0161 234 4928 or email them at pest.control@manchester.gov.uk.

HOMES FIT FOR HABITATION

For any tenancy that started from the 20/03/2019 onwards a landlord has legal responsibility to make sure that a property is fit to live in from the start of your tenancy until you leave.

A home could be consider 'unfit for habitation' if conditions were bad enough that it's not reasonable for you to live there. This is new legislation so what conditions would make a property uninhabitable is yet to be defined by case law. It is however likely to include severe cases of disrepair, mould and infestation as well as things like not having heating, a working water supply, unsanitary toilets, bathrooms or kitchen and safety issues relating to gas, electric or fire.

If you believe your home is not fit for habitation, you can take court against your landlord. If the court agrees they can order your landlord carry out any work needed and/or pay compensation.

Court should always be a last resort so before taking court action it is advisable to make your landlord aware of any issues your are facing and then give them the opportunity to resolve the issue first.

SAFETY

This section discuss some of the main safety issues to be aware of in your property.

GAS

In accordance with the Gas Safety (Installation and Use) Regulations 1998 your landlord must carry out a gas safety check on a property every 12 months with a registered gas safe engineer. This should include checks of all gas appliances and flues. Carrying out this check is your landlord responsibility and shouldn't be delegated to you the tenant to do yourself. A record of all checks should be kept by the landlord for at least two years.

You should receive a copy of the safety record within 28 days of the checks being carried out. If not then you may wish to contact HSE Gas Safety Advice Line on 0800 300 363 or visit their website for further information www.hse.gov.uk/gas.

Your landlord is legally require to provide a copy of the gas safety certificate before you move in so if you haven't received this then ask you your landlord for a copy.

If you smell gas then ring the National Gas Emergency Service day or night on 0800 111 999, they aim to send someone out within an hour.

ELECTRICITY

It is your landlord's responsibility to ensure that any electrical wiring,

installations (plug sockets, light fittings, heating systems) and electrical goods supplied in the property are safe (heater, kettle, cooker etc.).

This includes for private rented tenants carrying out an Electrical Safety check by a registered electrician prior to move in for all new tenancies starting from the 01/06/2020 onwards. For tenancies that started before this date your landlord will have until the 01/06/2021 to carry out this check. Once the report is complete it should be provide to you within 28 days.

Landlords should also carry out a PAT test on any portable electrical appliances such as microwaves, fridges and TV's etc. they have provided but this is not a legal requirement. If you experience any problems with the electrical installations and appliances in your property and your landlord won't take action then the steps you need to follow are the same as those set out here: [Disrepair/Mould/Pests](#)

SMOKE ALARM

It is a legal requirement for your landlord to install at least one smoke alarm on every floor of your property. It is recommended that you test these regularly to make sure they are still working. If the alarms are run off batteries then you the tenant will be responsible

for replacing the battery but if the alarm is attached the mains electricity or is broken then you will need to inform your landlord and it will be their responsibility to replace the alarm.

CARBON MONOXIDE

This is a highly dangerous gas that is produced by appliances that burn fossil fuels such as gas or coal. Even if the property has had a gas safety check problems can still occur and can be difficult to detect due to being odourless, colourless and tasteless.

Things to check for include staining around the appliance, a yellow lazy flame rather than a crisp blue one and condensation in the room where the appliance is installed. Symptoms can include headaches, nausea, breathlessness, dizziness or collapsing. You can buy a carbon monoxide alarm for around £12.00 - £15.00 although your landlord should install an alarm in any room where solid fuel is used for example burning coal or wood.

The Health and Safety Executive has a as Safety Advice Line on 0800 300 363. In an emergency call 0800 111999.

WHAT TO DO AT THE END OF YOUR TENANCY

This section covers a number of the key things to consider at the end of your tenancy when you move out.

ENDING YOUR TENANCY CORRECTLY

It is important that you give your landlord the correct notice of your intention to leave the property or you could still remain liable for rent after you have left.

If you have a fixed term licence agreement (for example in MMU Halls) or Assured Shorthold Tenancy then you can end the tenancy by moving out and returning the keys by the last day of the fixed term, however it is still advisable to give your landlord notice of your intention to leave prior to this.

If you have an Assured Shorthold Tenancy and stay beyond the end of your fixed term then you don't need to move out as your agreement will automatically become a periodic tenancy on a rolling basis. If your landlord wishes you to leave they would need to follow the correct legal procedure. If you stay beyond the end of your fixed term and then wish to leave you will need to give your landlord the correct written notice. More information about this can be found here: [Tenancy & Licence Agreements](#)

TENANCY DEPOSIT RETURN

When you leave your tenancy you should aim to return the property to the same standard as it was when you moved in minus fair wear and tear.

Just prior to leaving it is advisable to arrange an inspection of the property with your landlord or letting agent so that you can both compare the condition of the property and any items included with what is recorded in the inventory which should have been completed when you first moved in.

One common area of dispute is over cleaning costs charged by the landlord. The main thing to consider is that you should leave a property in the same standard of cleanliness at the end of the tenancy as it

was at the start of the tenancy. So if your inventory states that the property had been cleaned to a 'professional standard' this is the standard you will be expected to hand the property back in. Whereas if the property was dirty when you moved in it likely to be seen as unreasonable to expect it to be cleaned to a professional standard. More information about when a landlord can charge for cleaning costs can be found on the TPS website here: <https://www.tenancydepositscheme.com/news/blog/asktds-can-landlord-charge-cleaning/>

If your landlord wishes to make any deductions from your deposit for example for damaged or missing items, then they should inform you what these deductions are for and how much they intend on deducting ideally with receipts or invoices. Your landlord should only charge you when they have suffered a financial loss, not for improvement works to the property or for the full cost of new replacement items if the items weren't new when you moved in. If you dispute the deductions your landlord wishes to make and are unable to come to an agreement then you could raise a dispute with the deposit protection scheme your deposit should legally have been protected in. The three schemes are:

- + [Tenancy Deposit Scheme](#) (TDS)
- + [Deposit Protection Service](#) (DPS)
- + [mydeposits](#)

Each of the three schemes has an alternative dispute resolution service that you can use if you have a dispute about the return of your tenancy deposit. The service is free but is only available if both you and your landlord agree. Any decision made by the resolution service is binding on both you and your landlord.

Alternatively, you can take court action if your landlord refuses to return all or part of your deposit. Before you can consider this option you have to write to your landlord asking them to return your deposit by a specific deadline or you will be making a court claim against them. More information on taking court action to return a deposit can be found here: https://england.shelter.org.uk/housing_advice/tenancy_deposits/court_action_for_a_tenancy_deposit_refund

Please be aware that there will be court costs involved in submitting a claim against your landlord and if you are unsuccessful that you could be ordered to pay your landlords court costs as well as your own.

ENDING SUPPLY CONTRACTS

It is advisable to contact all the companies you pay bills to prior to your tenancy ending to let them know the date you intend to leave so that you don't get charged after you have left the property.

For utility providers such as gas, electric and water you will need to provide final metre readings so that your final bill can be issued and to ensure you are not charged for usage after your tenancy ends. It is advisable to take a time stamped picture of these metre record in case there is a dispute over money owed after you leave.

REDIRECT POST

You will need to ensure that you update people and organisations with the address you will be moving to so that your post

doesn't continue to be sent to your old address.

The Royal Mail can redirect any post sent to your old address to your new address for a fee.

DISPOSING OF UNWANTED ITEMS

Please ensure that you dispose of any unwanted items from your tenancy responsibly and don't just dump them in the street/back alley as you could face prosecution and a fine if caught.

If the items you wish to dispose of are in good working order you may be able to find a charity who will be willing to accept the items and may even collect them from you for free. A list of charities who will collect items in Manchester free of charge can be found [here](#).

Manchester City Council will remove up to three large items free of charge and further items for a charge if you are unable to transport the items to a skip yourself. More information about this service can be found [here](#).

HOME-LESSNESS

If you are homeless or threatened with homelessness then we would strongly advise that you contact us for further support based on your specific circumstances. Our contact details can be found here: <https://www.theunionmmu.org/advice-centre>

However, if it is an emergency situation outside normal opening hours then Manchester Council can be contacted via their out of hours emergency housing number: 0161 234 5001

THE COUNCIL DUTIES

Your local council has legal duties to help people who are homeless or at risk of becoming homeless within the next eight weeks. If you are in this situation you should contact your local council to make a 'homeless application'.

You should be considered homeless or threatened with homelessness if you are:

- + **Homeless.** This does not just mean rough sleeping but can also include if you have somewhere to stay but it is unsuitable such as you are sofa surfing, living in a very overcrowded property or your property is unsafe.
- + **At risk of becoming homeless.** If you are likely to become homeless in the next eight weeks for example you have been issued a Section 21 notice and have no defence or you are an excluded occupier who has been asked to leave.

Whether you are eligible for assistance will depend on your immigration and residency status in the UK. More information about this can be found [here](#). If you found not eligible for assistance the council should still provide you with general advice.

If you are considered homeless or at risk of becoming homeless and are eligible for assistance once you make a 'homeless application' to your local council they should then carry out an assessment of your current situation and agree a personal support plan with you to help you and anyone you normally live with find accommodation.

The support the council have to provide to help you with this will vary depending on you and your household's circumstances. However not everybody will be provided with emergency accommodation until they find permanent accommodation.

In order to qualify for emergency accommodation you will need to be eligible for assistance, homeless now and in 'priority need'. You should be considered in priority need if you have children that normally live with you, are pregnant, homeless due to a natural disaster, a care leaver aged 18-20, or you are considered 'vulnerable'. You may be considered vulnerable if you would find it more difficult to cope if you were homeless for example due to a disability, a long-term health condition or because you are at risk of domestic abuse.

If you qualify for emergency housing so eligible for assistance, homeless and in priority then the council will have a duty to provide longer-term housing as long as you aren't considered 'intentionally homeless' meaning that your action weren't responsible for you becoming homeless.

You may be considered 'intentionally homeless' if your actions caused you to become homeless for example because you left a property you were able to stay in, you committed anti-social behaviour or you didn't pay rent when you could afford to do so. You shouldn't however be considered 'intentionally homeless' if you accrued rent arrears because you could no longer afford your rent, for example if you lost your job.

If it is decided that there is a duty to provide you with longer-term housing then which council is responsible to provide you with this accommodation will depend on where you have a local connection. Which council this is will depend on factors such as where you work, have family or normally reside. If it is decided that this is a different council to the one you made the homeless application to then you should be referred to council where you have a local connection. They will then be responsible to provide you with long-term housing. You should continue to be housed in temporary accommodation until this long-term housing is available.

The type of long-term housing the council will provide will either be in social housing or a private rented tenancy for a fixed-term of at least 12 months.

If you disagree with a decision made by the council about what duty you are owed, where you have a local connection or the suitability of accommodation offered then you can ask for a review of the decision within 21 days of being given the written decision.

More information about challenging a council decision can be found on the Shelter Website [here](#):

CENTREPOINT

If you are aged 16-25 then the charity Centrepoint can support you if you become homeless. This support can include making a homeless application to the council, help with emergency housing, to longer support in your home to help you manage your own property.

Centrepoint run a drop in service at their City Centre Project:

10:00-16:00 on Monday, Tuesday, Thursday and Friday, 10:00 - 12:30 on Wednesday.

Address: City Centre Project Venue address is: 52 Oldham Street, Manchester, M4 1LE.

Helpline: 0845 466 3400

DOMESTIC VIOLENCE

If you are unable to return home due to the threat of Domestic Violence then as well as your local council you can contact specialist Domestic Violence organisations who may be able to find you a place in a women's refuge on an emergency basis.

Manchester Women's Domestic Abuse

Helpline: 0161 636 7525

National Domestic Violence Helpline:

0808 2000 247, website: <https://www.nationaldahelpline.org.uk/>

If you or your children are in danger, please contact the police first on 999.

NIGHT STOP

Night Stop are an organisation that can provide people aged 16-25 with a safe place to stay in the homes of their volunteers on a short-term basis. The accommodation is normally only available from the evening to the morning so you will be asked to leave during the day. You will however be provided with an evening meal and breakfast.

In order to access the Night Stop provision you need to be referred by a registered 'referral agency' to Night Stop who will then assess the application before advising whether you have a place.

The Union Advice Centre are a referral agency, so if you have nowhere to stay please contact us as soon as possible.

REPORT ROUGH SLEEPING

If you become aware of somebody who is rough sleeping in Manchester then you can contact the Manchester Council who will try and find them to offer support. This can be done either by phoning 07930 867 663 or 0161 234 5001 (out of hours) or completing the online form available [here](#).

CONTACT US

T: 0161 247 6533




E: s.u.advice@mmu.ac.uk

W: theunionmmu.org/advice

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Disclaimer: The Union has made every effort to ensure that the information in this leaflet is accurate. The Union cannot be held responsible for the consequences of any action taken as a result of reading this leaflet. Before taking any action you are advised to visit the Advice Centre.

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