

## RENTAL INFORMATION FOR TENANTS

The Country House Company (TCHC) is headed by Sue Crossley BSc MRICS FARLA. Our offices are at The Granary, Whitedale Farm, Hambledon, where our specialist team provides a good personal service to clients and an extensive range of property services to meet your needs. The Country House Company has been helping Tenants to find the right house for many years and our small team of experienced staff will be pleased to help you find, and establish, a successful tenancy.

We set out below our information for tenants.

### LEGAL LIABILITIES AS A TENANT:

As a tenant, you will be granted either an Assured Shorthold Tenancy, a Contractual Residential Tenancy, depending on the size and nature of the property, or a Company Letting Agreement. The law requires that you must move out of the property at the end of the agreed term, or renew the tenancy for a further fixed period or continue on a month to month basis. Before you are allowed to take up occupation you will be required to sign a detailed Tenancy Agreement which records exactly the period of your tenancy, the agreed rent, your obligations as Tenant and those of the Landlord and the Managing Agent's.

### ID REQUIREMENTS: 2 separate forms of ID including:

- Passport, photographic driving license to be presented in person during the viewing or at The Country House Company Office as advised, a consequent scan or photo to be made AND a utility bill or bank statement dated within the last 3 months provided. One copy of each ID is required for applicants who will be paying rent.
- Residency permit if not British national

### THE TENANTS RESPONSIBILITIES FOR THE PROPERTY:

You will be expected to treat the property as if it were your own home - to treat the furnishings and decorations carefully and undertake day to day maintenance. You will be responsible for payment of Council Tax and all domestic outgoings. You will be required to pay for the service and supply of Electricity, Gas, Water and Drainage – the provision of which will be transferred from the Landlord or the previous tenant to yourself by The Country House Company. You will need to make your own arrangements for the supply of, for example, telephone line rental and fuel supplies, and will be liable to them direct for their bills. You will also be liable for insuring the contents of the property, for the service contract of a burglar alarm and swimming pool running costs (if present).

### THE LANDLORDS RESPONSIBILITIES FOR THE PROPERTY:

The Landlord is responsible for maintaining the property, its fixtures and fittings and the provision of services and any equipment (such as washing machines or fridges) to the same standard as it is when you take up your tenancy.

### INSURANCE:

The Country House Company • The Granary • Whitedale Farm • East Street • Hambledon • Hampshire • PO7 4RZ



T. 02392 632 275 • F. 02392 632 098  
[sales@countryhousecompany.co.uk](mailto:sales@countryhousecompany.co.uk) • [lettings@countryhousecompany.co.uk](mailto:lettings@countryhousecompany.co.uk) • [countryhousecompany.co.uk](http://countryhousecompany.co.uk)

The Country House Company is the trading name of Rushmere Country Estates LLP Registered in England No: OC351808 VAT No: 754 904 708 Rushmere Farm, Hambledon, Hampshire PO7 4SG  
 The Country House Company regulated by RICS. S.P. Crossley MRICS FARLA, R.N. Crossley

The Landlord's buildings and contents are insured against normal risks. The Tenants possessions, however, are not covered. The Tenants are strongly advised to take out contents insurance to include liability and accidental damage cover.

#### **THE GARDEN:**

Unless gardening is included in the rental (which will be stated in the property particulars) you will be expected to keep the garden in at least as tidy condition as when you first moved in and you may be required to carry out the seasonal maintenance, mowing, pruning, weeding, cultivating etc. You will either be responsible for mowing, weeding, pruning and tending the garden or an agreement will be made between you and the owner regarding the cost of paying a gardener. The requirements will be particular to each property.

#### **PETS:**

The keeping of pets is entirely at the landlord's discretion and varies from property to property. An extra pets deposit against damages will be held if permission for the Tenant to keep a dog or cat at the property is granted. A Pet's Deposit can range from £50 for a rabbit to £1000 for a puppy and this will be held by TCHC as additional deposit, see 'Deposit' section below.

#### **SMOKING:**

Most Landlords will not wish smoking to take place inside the property or will not accept tenants who smoke.

#### **ACCESS TO THE PROPERTY:**

Access to the property during the tenancy by the owner or his agent or workmen can only be by prior arrangement except in cases of emergencies. A provision is made in the Tenancy Agreement for the Landlord or Agent to inspect the property periodically. As the owners' Managing Agent, we have a duty to visit all properties at regular intervals (usually 2-3 x year) to check that they are being well cared for. We always welcome a telephone call or letter should you require help or advice on any matter.

#### **REPAIRS:**

Any matters of repair needing attention should be reported to the Landlord or TCHC as his Managing Agents to arrange for the repair. These matters will be attended to as soon as practical, but it is always helpful for us to be able to contact contractors with due regard to weekends and holidays.

If you have caused damage during the course of your tenancy which has had to be put right and paid for by the Landlord or Agent, you will be expected to pay for it immediately.

Appointments made for contractors which are 'forgotten' by the Tenant or where alternative access arrangements have not been made for the contractors to carry out their work will be chargeable to the Tenant.

## **DIFFERENT TYPES OF TENANCY AND REFERENCING:**

### **Private Lets:**

For both Assured Shorthold and Contractual Residential Tenancies, the Tenancy Agreement is made between the Landlord and the Tenant as an individual. These tenancies would normally be for a period of one year, perhaps with the possibility of renewal, but occasionally will be for a period of between six and twelve months.

### **References for Private Lets:**

You as tenants will be required to complete and sign an application form and a credit reference form. References will be sought from an employer and/or accountant and/or previous landlord, and a personal reference. A credit referencing agency will also be used and their forms also completed and signed. Referencing information will be shown to the Landlord if required.

### **Company Lets:**

The Agreement is made between the Landlord and a UK registered and trading company who assumes the role of 'Tenant'. The 'Occupant' must be an employee of the Tenant Company. References will be sought from the Company's bank, credit reference and references sought on the Occupant (usually from the Tenant's company) and personal reference.

If possible The Country House Company will try to arrange a meeting between the Landlord and the Tenant to introduce both parties, prior to the commencement of the Tenancy.

## **RESERVATION PAYMENT:**

If any applicant wishes to take up a tenancy, terms are agreed and the applicant is required to pay a reservation payment (25% for unfurnished and 50% for furnished properties of the monthly rent) and complete the application form and Maras Credit Reference form. References will be pursued only on receipt of the reservation payment and prior to the drawing-up of the Tenancy Agreement. If a tenancy results, the reservation payment will go forward as part of the Deposit for the Tenancy. The reservation payment will be non-returnable if the tenant withdraws or references are unsatisfactory. Terms of the Agreement will normally be agreed in writing.

## **INVENTORY:**

The Country House Company usually arranges for an inventory to be made-up at the beginning of the Tenancy. The Landlord usually pays for the inventory and the check-in, the Tenant pays for the check-out at the end of the term although the Landlord usually contributes towards the cost of the check out report. It is in your best interest where possible to attend both appointments to ensure the details recorded are to your satisfaction. Two copies of the Inventory/Statement of condition will be given to the Tenant at the check in. The Tenant has 5 days from the commencement of the tenancy to return one copy with their comments signed. On return the Agent will agree the comments. If the Inventory is not returned within this time, the Inventory/Statement of Condition will be deemed as accepted in full without comment by the Tenant and will be used as such at check out.

The Landlord will be responsible for providing documentary evidence that the carpets, curtains, windows and chimneys have been professionally cleaned before the commencement of the tenancy, the Tenant will bear the cost of the same professional standard of cleaning at the termination and will also be required to provide documentary evidence thereof. Should there be dilapidations it is the managing agents responsibility to quantify the cost of making good. It again would therefore be in the Tenants best interest to ensure the property is left in good order to ensure that he has control over the cost of any making good that may be necessary.

The Managing Agent will visit the property in the first month and normally twice annually thereafter by prior appointment.

#### **RENTAL PAYMENTS:**

The first rental payment will be made to The Country House Company and thereafter the rent will be payable either to the Landlord directly or to The Country House Company if we are acting as managing agents. Arrangements are made to pay the rent by standing order, usually monthly/quarterly in advance. An administration charge will be made for late payments and the Tenant will be responsible for legal costs and out of pocket expenses incurred as a result of late payment.

#### **DEPOSIT:**

The Tenant is required to pay a deposit for the tenancy of 1½ times the monthly rent if unfurnished. In the case of substantial houses, part or fully furnished properties, a larger deposit will be negotiated. The Deposit will be safeguarded by the Tenancy Deposit Scheme, which is administered by: The Dispute Service Ltd, PO Box 1255, Hemel Hempstead, HP1 9GN. Telephone: 0845 226 7837 email: [deposits@tds.gb.com](mailto:deposits@tds.gb.com); fax: 01494 253 193.

#### **REFERENCING COSTS:**

The cost for the Tenant of documentation and referencing will be as set out in our Tenant Fee Information for Guidance (attached).

#### **PRIOR TO ENTRY:**

To summarise, the tenant will need to sign the Tenancy Agreement and on signing pay the following:

- First monthly/quarterly Rental Payment.
- The outstanding Deposit (for unfurnished properties 1½ x monthly rent less Reservation Payment already received), together with any Pets Deposit.
- Administration Fee.

## MISCELLANEOUS CHARGES

If a Tenant needs to break a tenancy agreement for any reason other than at a pre-agreed break point he/she will be responsible for the rent for the unexpired term, together with the associated costs involved which will depend on the length of the unexpired term. A forfeiture charge of one month's rent + VAT and the cost of the Surrender Deed will also be payable.

If the Landlord agrees to surrender the Tenant, once a new tenancy agreement has been signed the existing Tenant will be released from all tenancy responsibilities.

We have also reluctantly had to introduce a charge for late or missed appointments (for example a check in).

## TENANCY RENEWAL:

When a tenancy is renewed after the initial or subsequent fixed terms, an administration charge is payable, and the Landlord reserves the right to repeat credit referencing which will be chargeable to the tenant.

## CHECK-OUT FEE AT TERMINATION:

When your tenancy comes to an end, as tenants you will be charged for checking the Inventory (fee stated at commencement) from which any dilapidation will be assessed. Any deduction, together with the fee for the Schedule of Dilapidation (normally 5% of one month's rent + VAT), will be made from your deposit. In addition, if a reference is needed for a future tenancy, we would ask for a payment for this service.

**PLEASE NOTE THE COUNTRY HOUSE COMPANY DOES NOT ACCEPT PAYMENT BY CREDIT CARD FOR ANY FEES OR RELATED COSTS.**

## RUNNING COSTS:

Accounts for Council Tax, utilities (gas, electricity, telephone, fuel, water, etc) and all domestic outgoings are the responsibility of the Tenants. It is the Tenant's responsibility to inform BT if they wish to have the telephone connected. It is BT's standard procedure for a 14 day delay between moving out and moving into a property for changes to be made, so they require plenty of advance notice. **Please advise TCHC of telephone/broadband contract cancellation to ensure the line is not lost.** Gas / Oil tanks will be left at least 50% full at the start of the Tenancy and must be left at least at the same level at the end of the Tenancy by the Tenant.

The utility accounts will be transferred into the Tenants name by the agent/Landlord. The new accounts will be sent to the property address. The agent will transfer the utilities back to the name of the Landlord at the end of the Tenancy once meter readings have been taken. Final accounts will be forwarded by the relevant suppliers to the Tenant for payment prior to return of deposit.

TCHC will need sight of final receipted utility invoices, including council tax, before deposits can be returned.

## **CONNECTIONS TO SKY AND BROADBAND**

Connections to Sky and Broadband are also the Tenant's responsibility and permission is necessary for the provision/entry/erection of aerials and associated wiring. This permission must be sought from the Landlord or his Agent.

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Our team at The Country House Company aim to give a personal service of the highest professional standard. Sue Crossley, as principal of The Country House Company is bounded by the rules of the R.I.C.S. (Royal Institute of Chartered Surveyors) and A.R.L.A. (Association of Residential Letting Agents) and, as a company, we pledge to uphold the rules and principles of both organizations.

Our aim is to enable you as Tenants, and your Landlord, to enjoy a successful Tenancy.

## TENANT FEE INFORMATION FOR GUIDANCE

| Tenancy Costs   | Fees + VAT  |
|---|---|
| <b>FEES PAYABLE PRIOR TO/DURING/ TENANCY COMMENCEMENT</b>   |   |
| <b>Reservation payment</b> – non-refundable unless Landlord withdraws;<br>goes towards deposit:<br>Unfurnished property<br>Furnished property   | ¼ month's rent e.g. rent of £1,000 pcm = £250<br>½ month's rent   |
| <b>Referencing</b> – non-refundable unless Landlord withdraws<br>Rental up to £900 pcm<br>Rental from £901 up to £1,500 pcm<br>Rental £1,501 and above<br><br>Each additional individual  | £175 (1-2 people) + VAT<br>£250 (1-2 people) + VAT<br>10% of 1 month's rent (1-2 people) + VAT<br><br>£95 + VAT |
| <b>Deposit</b> –<br>Unfurnished property<br>Furnished property<br>Pets:<br>Dog<br>Cat<br>Rabbit<br>(Others by negotiation)  | 1½ months' rent<br>2 months' rent<br><br>£250 (adult); £1,000 (puppy)<br>£150<br>£50                            |
| <b>Rent</b> – Normally 1 month in Advance but sometimes Quarterly or by Separate Agreement  |   |
| <b>Guarantor's reference and Deed (if required)</b><br>Guarantor may be required to pay Landlords' rent guarantee insurance   | £150 + VAT  |
| <b>Frequent Visitor/ Nanny/ Housekeeper Letter</b><br><b>Letter of Variance (if required)</b><br><b>Surrender Deed (if required)</b><br><b>Late Rent Payment</b>  | £110 + VAT<br><br>£45 + VAT   |
| <b>Withdrawing from Tenancy</b>   | Total of Reservation Fee + Referencing Fee already paid   |
| <b>FEES PAYABLE AT RENEWAL/END OF TENANCY</b>   |   |
| <b>Check out</b> (to include contribution towards check out report):<br>Rental up to: £699 pcm<br>£700 - £1000 pcm<br>£1001 - £1500 pcm<br>£1501 - £2000 pcm<br>£2001 - £2500 pcm<br>£2501 - £3000 pcm<br>£3001 and above quoted individually<br>Marketing Fee if Tenant Retracts Notice to Terminate | £175 + VAT<br>£225 + VAT<br>£250 + VAT<br>£275 + VAT<br>£350 + VAT<br>£425 + VAT<br><br>£375 + VAT              |
| Deposit Mediation for Non Managed Properties  | £110 + VAT per hour   |
| <b>Renewal Fees</b><br>Rental up to £2,000 pcm<br>£2,001 and over   | £110 + VAT<br>£150 + VAT  |
| <b>Cancellation fee</b> – missed appointment e.g Check-In/or change to inventory<br><b>Reference for future Landlord</b>  | £60 + VAT<br><br>£45 + VAT  |
| <b>Duplicate Tenancy Agreement</b><br><b>Duplicate Inventory</b><br><b>Non Cancellation of Standing Order</b><br><b>Breach of Tenancy</b>   | £25 + VAT   |
| Forfeiture Fees apply if a fixed term tenancy terminates early – please ask for details   |   |

All fees subject to review

### **BANK DETAILS:-**

**Bank Name:** NatWest Bank PLC

**Bank Address:** 5 East Street, Chichester, West Sussex

**Post Code:** PO19 1HH

**Sort Code:** 60-05-24

**Account Name:** The Country House Company Clients Account

**Account Number:** 16105192

**TCHC IBAN Number:** GB34NWBK  
(followed by the sort code and then the account number)

**SWIFT Number:** NWBKGB2L



A blue door with a silver handle and a black letterbox is set against a red brick wall. The door is on the left side of the image, and the brick wall covers the rest of the background.

# How to rent

## The checklist for renting in England

This information is frequently updated.  
Search on GOV.UK for [How to rent](#)

The online version contains [links](#) you can click on to get more information.  
If you do not have internet access, ask your local library to help.

**February 2016**



Department for  
Communities and  
Local Government

# Assured shorthold tenancies

When you enter an [assured shorthold tenancy](#) – the most common type – you are entering into a contractual arrangement.

This gives you some important rights but also some responsibilities.

This guide will help you to understand what questions to ask, what your rights are, and what responsibilities you have. This will help you create a positive relationship with your landlord, but we also tell you how to get help if things go wrong.

When you rent a home, people sometimes expect you to make a quick decision, or to sign documents before you've had time to think about them.

Your landlord **must** provide you with a copy of this booklet, so **use the checklist and keep it safe** to protect yourself from problems at every stage.

## Who is this guide for?

This guide is for people who are about to rent a house or flat.

Most of it will equally apply if you are in a shared property but in certain cases [your rights and responsibilities will vary](#).

The guide does not cover [lodgers](#) or people with licences – nor tenants where the property is not their main or only home.

## Links

This guide is best viewed online as it contains hyperlinks.

If you are reading this on a computer or tablet, you can click on the links to go to other websites with more detailed information. They are coloured blue and underlined [like this](#).

On Android or Windows devices, links work better if you download Acrobat Reader from [get.adobe.com/uk/reader](http://get.adobe.com/uk/reader).





# Before you start

- ☐ **How long do you want the tenancy for?** You can ask for a tenancy to be any time between six months and seven years long.
- ☐ **What can you afford?** Think about how much rent you can afford to pay: 35% of your take-home pay is the most that many people can afford, but this depends on what your other outgoings are (for example, whether you have children).
- ☐ **If you are on housing benefit or Universal Credit,** there is no reason that it should affect your ability to pay rent. But check with [this online calculator](#) to see if you can afford to live in the area you want.
- ☐ **Decide which area** you would like to live in and how you are going to look for a rented home. The larger the area where you are prepared to look, the better the chance of finding the right home for you.
- ☐ **Have your documents ready.** Landlords and agents will want to confirm your identity, [immigration status](#), credit history and possibly employment status.
- ☐ **Do you have the right to rent property in the UK?** Landlords must check that all people aged over 18 living in their property as their only or main home have the right to rent. They will need to make copies of [your documents](#) and [return your original documents to you](#).
- ☐ **Will you need a rent guarantee?** Some landlords might ask someone to [guarantee your rent](#). If you don't have a guarantor, ask [Shelter](#) for help.



## Direct from the landlord

- ☐ Look for landlords who belong to an [accreditation scheme](#). Your [local authority](#) can advise you about accreditation schemes operating in your area. The [National Landlords Association](#) (NLA) and the [Residential Landlords Association](#) (RLA) run national schemes. If you're in London, there's the [London Rental Standard](#).

## Watch out for scams!

Be clear who you are handing money over to, and why.



## Through a letting agent

- ☐ Find out what fees (and costs) you will be charged and when you need to pay them. By law, a breakdown of all fees should be clearly visible to you in the agent's office and on their website.
- ☐ What [independent complaints scheme](#) is the agent a member of? Do they offer [client money protection](#)? By law, this information should also be clearly visible to you.
- ☐ Are they accredited through a professional body like [ARLA](#), [NALS](#), [RICS](#) or [UKALA](#)? This means they have the right protection for their clients' money, and safeguards you if they go bust or misuse your funds (such as rent payments and your deposit). Look for the [SAFEagent](#) sign too.







# Looking for your new home

## Questions to ask

- ☐ **Deposit protection.** If the landlord asks for a deposit, check that it will be protected in a [government approved scheme](#). Some schemes hold the money, and some insure it.  
You may be able to access a [bond or guarantee scheme](#) that will help you put the deposit together.
- ☐ **How long is the tenancy for?** There is usually a fixed period of 6 or 12 months. If you want more security, you can ask for a longer fixed period of up to seven years. Many landlords are happy to offer longer tenancies.
- ☐ **Children, smoking and pets.** Check if there are any rules about them, as well as for other things such as keeping a bike, dealing with refuse and recycling.
- ☐ **Check who is responsible for bills** such as electricity, gas, water and council tax. You or the landlord? Usually the tenant pays for these.
- ☐ **Fixtures and fittings.** Check you are happy with them, as it is unlikely that you will be able to get them changed once you have moved in.
- ☐ **Smoke alarms – and carbon monoxide detectors** if you have solid fuel appliances. Check these are provided. If not, your landlord must install them. They could save your life.
- ☐ **If the building becomes unfit to live in.** Check that the tenancy agreement excuses you from paying rent should the building become unfit to live in because of a fire or flood.

### ■ Check who your landlord is.

They could be [subletting](#) – renting you a property that they are renting from someone else. If they are subletting, check that the property owner has consented.

Find out who you should speak to if any repairs need doing.

### ■ Ask whether the property is [mortgaged](#).

Landlords should let you know about this upfront, because you may be asked to leave the property if the landlord does not pay their mortgage payments.

## Houses in Multiple Occupation (HMOs)

HMOs are usually properties in which **unrelated people share facilities** such as the kitchen or bathroom.

Large HMOs (more than 2 floors, and more than 4 people) need to be licensed. Check your landlord has done that.

In large HMOs, landlords **must by law** give tenants a statement of the terms on which they live in the property.





# When you've found a place

## Check the paperwork

- ☐ **Make sure you have a written tenancy agreement and read it** carefully to understand your rights and responsibilities. The landlord or agent usually provides one but you can request to use a different version. The government has published a [model tenancy agreement](#) that can be used.

If you have any concerns about the agreement, seek [advice](#) before you sign.

- ☐ **Agree an inventory (or check-in report)** with your landlord and, as an extra safeguard, make sure that you **take photos**. This will make things easier if there is a dispute about the deposit at the end of the tenancy. If you are happy with the inventory, sign it and keep a copy.
- ☐ **Remember to take meter readings** when you move in. This will help make sure you don't pay for the previous tenant's bills.
- ☐ **Contact details.** Make sure that you have the correct contact details for the landlord or agent, including a telephone number you can use in case of an emergency.
- ☐ **Code of practice.** Check that whoever is managing the property is following a [code of practice](#).

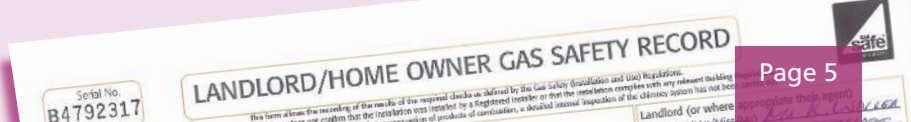
## The landlord must provide you with:

- ☐ **A copy of this guide** *How to rent: The checklist for renting in England* either via a link or as a printed copy.
- ☐ **A gas safety certificate.** The landlord must provide one each year, if there is a gas installation.
- ☐ **Deposit paperwork.** If you have provided a deposit, the landlord must protect it in a government approved scheme. Make sure you get the official information from the scheme, and that you understand how to get your money back at the end of the tenancy. Keep this information safe as you will need it later.
- ☐ **The Energy Performance Certificate.** This will affect your energy bills and the landlord must provide one (except for Houses in Multiple Occupation).

If your landlord doesn't provide these, they can't evict you until they do.

## The landlord should provide you with:

- ☐ **A record of any electrical inspections.** All appliances must be safe and [checks every 5 years](#) are recommended.





# Living in your rented home

## The tenant must...

- ☐ **Pay the rent on time.** If you don't, you could lose your home because you have broken your tenancy agreement. If you have problems, [GOV.UK](https://www.gov.uk) has links to further advice.
- ☐ **Look after the property.** But get your landlord's permission before attempting repairs or decorating. It's worth getting contents insurance to cover your possessions too, because the landlord's insurance won't cover your things.
- ☐ **Be considerate to the neighbours.** You could be evicted for anti-social behaviour if you aren't.
- ☐ **Not take in a lodger** or sub-let without checking whether you need permission from your landlord.

## And also you, the tenant, should

- ☐ **Make sure you know how** to operate the boiler and other appliances and know where the stop cock, fuse box and any meters are located.
- ☐ **Regularly test** your smoke alarms and carbon monoxide detector – at least once a month.
- ☐ **Report any need for repairs** to your landlord. There will be a risk to your deposit if a minor repair turns into a major problem because you did not report it.

## The landlord must...

- ☐ **Maintain the structure** and exterior of the property.
- ☐ **Fit smoke alarms** on every floor and **carbon monoxide alarms** in rooms using solid fuels – such as coal and wood – and make sure they are working at the start of your tenancy. If they are not there, ask your [landlord](#) to install them.
- ☐ **Deal with any problems** with the water, electricity and gas supply.
- ☐ **Maintain** any appliances and furniture they have supplied.
- ☐ **Carry out most repairs.** If something is not working, report it to the landlord (or their agent) as soon as you can.



- ☐ **Arrange an annual gas safety check** by a Gas Safe engineer (where there are any gas appliances).
- ☐ **Give at least 24 hours notice of visits** for things like repairs – the landlord cannot walk in whenever they like.
- ☐ **Get a licence for the property**, if it is a licensable property.

## And also the landlord should

- ☐ **Insure the building** to cover the costs of any damage from flood or fire.



# At the end of the fixed period

## If you want to stay

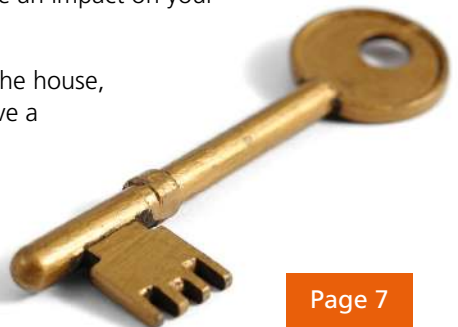
Should you wish to extend your tenancy after any initial fixed period, there are a number of important issues to consider. Check [Shelter's website](#) for advice.

- ☐ **Do you want to sign up to a new fixed term?** There may be costs for this, particularly if you rent through an agent. If not, you will be on a 'rolling periodic tenancy'. This means you carry on as before but with no fixed term – you can leave at any time by giving one month's notice. Or your landlord can end the contract at two months' notice.
- ☐ **Your landlord might want to increase your rent.** Your landlord can increase your rent by agreement, or as set out in your tenancy agreement, or by following a [procedure set out in law](#).

## If you or the landlord want to end the tenancy

There are things that both landlords and tenants must do at the end of the tenancy:

- ☐ **Giving notice.** It is a legal requirement for landlords to give you proper notice if they want you to leave. Normally, the landlord must allow any fixed period of the tenancy to have expired, and they must have given at least two months' notice. Your tenancy agreement should say how much notice you must give the landlord if you want to leave the property – one month's notice is typical.
- ☐ **Return of deposit.** Try to be present when the property is inspected to check whether any of the tenancy deposit should be deducted to cover damage or cleaning costs (a 'check-out inventory'). If you do not agree with proposed deductions contact the relevant [deposit protection scheme](#).
- ☐ **Rent.** Make sure that your rent payments are up to date. Do not keep back rent because you think that it will be taken out of the deposit.
- ☐ **Bills.** Do not leave bills unpaid. This might have an impact on your references and credit rating.
- ☐ **Clear up.** Remove all your possessions, clean the house, take meter readings, return all the keys and give a forwarding address. The landlord is entitled to dispose of possessions left in the property after, typically, 14 days.



# If things go wrong

There are often legal protections in place for the most common problems that you may experience during the tenancy – the following links will tell you what they are or where to look for help:

- **If you are having financial problems**, or are falling into rent arrears, speak to your landlord as they may be helpful, and are likely to be more sympathetic if you talk to them about any difficulties early on. Should you need further help contact [Citizens Advice](#) or [Shelter](#) as soon as possible.
- **If the property is in an unsafe condition** and your landlord won't repair it – contact your [local authority](#). They have powers to make landlords deal with serious health and safety hazards.
- **If you have a serious complaint** that has been checked by your local authority, your landlord cannot evict you for six months, and must repair the fault.
- **Unannounced visits and harassment** from your landlord – contact your [local authority](#), or if more urgent dial 999.
- **If you are being forced out illegally, contact the police.**  
If your landlord wants you to leave the property, they must notify you in writing, with the [right amount of notice](#) – you can only be legally removed from the property with a court order.

If you are concerned about finding another place to live, then contact the Housing Department of your [local authority](#).

Depending on your circumstances, they may have a legal duty to help you find accommodation and, even if not, they can provide advice.

The local authority should not wait until you are evicted before taking action to help you.

If you are reading a print version of this guide and need more information on the links, email [PRSReview@communities.gsi.gov.uk](mailto:PRSReview@communities.gsi.gov.uk)

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