

# Looking, living, leaving...

Your one-stop guide  
to living off-campus



"It can be a big worry renting private accommodation for the first time. Apart from choosing a suitable house or flat it is just as important to find the right people to share with you. We suggest you try to have full discussions with any prospective housemates to try to ensure that you will all get along OK before you enter into a housing contract together. Remember it's likely to be for an entire year!

The best recommendation you can get is from previous tenants, so we suggest that when you are viewing properties you ask the students currently living there what it's really like. Also ask them how they have been treated by the landlord or agent. Don't necessarily be put off by minor complaints but walk away if you hear any serious problems. There will always be another house out there!

Finally don't forget that the University Accommodation Office and your Student Advice Centre. (See Useful Contacts for details) are here to help you if you need further advice or have any other questions."

"Coming to University may be your first experience of living away from home, and living in the private rented sector. This is exciting and fun, but also daunting and complicated.

However, it is important to remember that there are many ways in which you can get help. Your Student Advice Centre (See Useful Contacts for details) are here to help! – We want to pass on that knowledge to you.

This guide has been written to help you with all aspects of living off campus, so make sure that you read it in full and keep it throughout your year as a reference point for different issues.

We have collated the information in collaboration with the University, your Student Advice Centre, NUS and most importantly with student input. This is a student friendly guide about renting in the private rented sector as well as useful contacts you may need throughout your year. Your time at University is a life experience so make the most of it. There may be issues that arise with your house or things you find difficult but you are not alone. We are here to help you enjoy University to the full, so you can look back fondly at your time in your student house."

# Contents

## Looking

Getting started	5
Home Stamp Accreditation Scheme	6
Medway Accreditation Scheme	7
Landlords, agents	8
Types of property	9
Viewing and choosing	10
Tenancies and your tenancy agreement	10
Fools rush in: The myths & the facts	11
Fees & deposits – what can you be charged for?	12
Guarantors	12
Deposit protection	13
'The killer questions'	13
Housing checklist	14
Money, Money, Money	16
Things to consider	17

## Living

Moving in	19
The inventory	19
Problems moving in?	19
Bills: Setting up bills & other utilities	19
During your tenancy	20
Living in the community	20
Living on a budget	20
Fees	20
5 must-do's before vacating for a long period	20
Safety in your home	21
Communicating with your landlord/agent	23
Living with your housemates	23

## Leaving

Cleaning	24
The inventory	25
Settling bills	25
Getting your deposit back	26

## Jargon buster

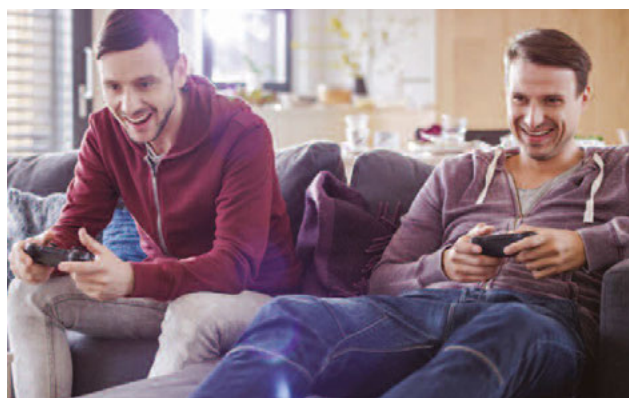
For all those words you don't quite understand	27
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## Frequently asked questions (FAQs)

28

## Useful contacts and maps

Canterbury	30
Medway	32





# Looking

Looking for and securing a property can be a daunting prospect, but don't fret, this section will give you all the information you need!

## Things I wish I'd known...

"I decided to live with some of the first people I met at Uni after a few weeks as we seemed to get on well, and we signed for a house in October. By the time it came to move in we'd all fallen out, and we couldn't get out of our tenancy agreement. In hindsight a few weeks is not long enough to choose who you move in with."

**Maia, second year History student**



# Getting started

**Renting a property off campus is a big commitment, and not something that should be rushed into. You'll hear all sorts of myths and rumours about getting your property early. You can read all about these on page 11.**

Before you start to look for a house you might want to think about who you're going to be living with. This is not something to be hasty about – the person that is the most fun during Welcome Week might turn out not to be the most reliable housemate! You only truly know someone when you live with them, but it helps to know people's habits, hobbies and personalities before you move in together. Similarly best friends don't always make the best housemates.

## Ways to find housemates:

- Those you already live with or people from your course/social life
- January's housing events and activities
- Student forums or adverts

Make sure you always try to spend time with people before you decide to live together.

## Average rent

*An Impact Review* on Higher and Further Education in the Canterbury District shows that in 2017 the average private rent was:

- £84 pw or £364 pcm (Page 14)

## Figures for Medway:

2018/19 Average Figures for room rates with no bills included:

- Standard double room = £325pcm
- Large double room = £360pcm
- Ensuite room = £425pcm

## New Student?

If you are a new student considering living in non-University accommodation off-campus you should really book a short stay in a guest house for when you first arrive to give yourself enough time to view suitable places to live when you are actually here.

Information about hotels and guest houses is available online at:  
[www.canterbury.co.uk/site/scripts/places\\_to\\_stay.php](http://www.canterbury.co.uk/site/scripts/places_to_stay.php) (Canterbury)  
[www.visitmedway.org/stay-and-eat/places-to-stay/](http://www.visitmedway.org/stay-and-eat/places-to-stay/) (Medway)

It is not advisable to try and rent long term accommodation without viewing it in person and definitely do not send any money in advance to any landlord or agent until you are sure that they are who they say they are.

If in any doubt seek advice from people on the 'Useful Contacts' page.

## The top reasons to wait until January?

- In January there will be an annual Housing Week. This is filled with lots of events and activities that give you all the right skills and knowledge you need to go out and rent.
- We will hold a Housing Fair on campus with recommended landlords and other useful organisations who you can meet with and easily arrange viewings.



# Home Stamp Accreditation Scheme

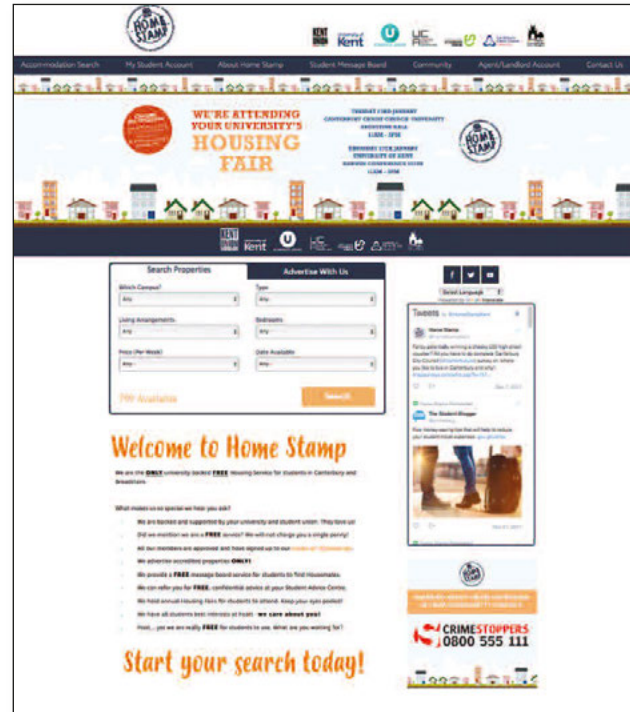
The accreditation scheme exists to promote good properties and landlords, in Canterbury, to students.

Landlords and agents that are accepted on the accreditation scheme have agreed to meet standards that go beyond the minimum legal compliance and they have signed up to abide by a code that will protect tenants.

The Scheme operates a search engine that allows you to look for accredited properties and it should be your first port of call when trying to find a place to live.

Renting an accredited property will help you reduce the risks of anything going wrong during your time as a tenant. Should any issues arise you can raise any grievances through the scheme to help resolve them.

Take a look at: [www.homestampkent.co.uk/](http://www.homestampkent.co.uk/)



# Medway Accreditation Scheme

In Medway the local council coordinates the accreditation of landlords through the Kent Landlord Accreditation Scheme. This scheme is part of an umbrella of accreditation schemes managed by the London Landlord Accreditation Scheme (LLAS).

The scheme awards accreditation to reputable landlords who undergo training and comply with a code of conduct.

You can find out if a landlord is accredited by entering their details on the LLAS website:  
[www.londonlandlords.org.uk/search/accredited.aspx](http://www.londonlandlords.org.uk/search/accredited.aspx)

If you are looking to rent from an accredited landlord, Medway Council also publish a list of local accredited landlords and agents on their website. You can download the latest list of those who provide student accommodation at [www.medway.gov.uk](http://www.medway.gov.uk)

Occasionally you may find landlords on that list who are not on the LLAS search engine. Those landlords are accredited by other good quality Landlord Associations so the Council consider them to be suitable for accreditation too. If you find your landlord is not listed in the search enquire, check whether they are a member of RLA, PRSAS, ARLA, NALS, UKALA or RICS as membership of those schemes accredits them too.

If your landlord is not accredited encourage them to consider doing it. Not being accredited does not mean the landlord is a “bad” landlord. However being accredited is an indicator of a knowledgeable, proactive and accountable landlord and therefore you have a greater chance of a good renting experience.



# Landlords, agents and types of properties

## Landlords and agents: what's the difference?

**Landlord:** You may live in a property that is rented to you directly by the landlord who is usually the owner of the property. They often manage their houses themselves including carrying out or organising repairs. Tenants usually deal with them directly.

**Letting agent:** A letting agent is usually appointed by a landlord to advertise and sometimes manage the letting of their property. A letting agency will sometimes charge the landlord a fee for providing an advertising service only or they may charge a percentage of the monthly rent in return for fully managing the property (eg all communications with tenants and carrying out any necessary repairs during the tenancy). Letting agents will often operate under the umbrella of an estate agent. Not all letting agents offer student lettings and some landlords or agents only want to let their accommodation to non-students or families.







## Types of property

**Shared houses/flats** – The most common type of student housing and usually the cheapest. Renting a room in a house and sharing the kitchen, lounge (if there is one), and sometimes bathroom and toilet with other students.

**Self contained flats and houses with one or two bedrooms** – Should have its own bathroom, toilet and kitchen so you won't have to share facilities. A good option for small families, couples or those who prefer a quieter lifestyle. This type of property may be rarer and more expensive.

**Private sector large developments** – Privately owned single developments that will house large amounts of students. Often divided into flats of 4 to 6 students who have individual rooms (possibly with en-suite). Kitchen, bathroom and living space are shared. Examples of this type of housing are Liberty Quays in Medway or Parham Student Village in Canterbury.

**Bedsits and studios** – A bedsit is a room with some form of self-contained amenity, normally a small kitchen or separate washing facility. Bathroom and toilets are usually shared with other residents. A studio is self-contained but the living area normally houses kitchen, lounge, bathroom and bedroom in one space.

**Room in a landlord's home** – You have a bedroom in the landlords house and the landlord lives there too. You will normally share facilities with the landlord and some services may be provided. House rules and regimes can vary considerably so it is best to aware of what is required before signing up.



# Viewing and choosing

## Tenancies and tenancy agreements

**Understanding your tenancy agreement is the most important part of getting your house – it's there to protect both you and the landlord so it should be read very carefully.**

Your tenancy is most likely to be an Assured Shorthold Tenancy Agreement (AST – see Jargon busters). An AST is a legally binding contract. Here are some terms you will most likely come across when renting AST accommodation:

### Fixed-term contract

This is a contract that states when the tenancy begins, and when it will end. Often students will rent on a 12-month fixed-term contract. This also means that if you leave the tenancy before the end date, you are likely to be liable to pay the rent until the end of the contract.

### Rolling contract

Should you continue renting the property past the end date on a fixed-term contract, or have a contract with no end, your contract will end when either the landlord or tenant give notice to quit.

### Joint contract

If you and your housemates all have the same contract with everyone's name on, you and/or your guarantor are 'jointly and severally liable' for money owed – for example if someone leaves the contract early, or any damage is caused, even if you personally did not cause it, you are jointly responsible for paying up.

### Individual contract

If you have a separate individual agreement between only you and the landlord/agent, and another tenant leaves or damages the property, the landlord/agent cannot ask that you cover their costs.

### Room in an owner's house (resident landlord)

If you live in a room in the owner's home ask for the rules (including the length of the agreement and the rent), to be put in writing to prevent misunderstandings.

When living in a shared house with the owner you are likely to have substantially less protection from eviction than an AST if things do go wrong. If you plan to live in a shared house go to see a Student Adviser to discuss your rights and responsibilities in that situation.

### Bills included packages

Some landlords offer rents that include bills. This may be a good idea as it saves having to organise paying the bills yourself. However, be sure to read the small print as these bills may be capped at a certain level meaning you could be left with unexpected bills if you go over this limit. If you are unsure talk this through with your Student Advice Centre (see Useful Contacts).

You should always ensure that you have read your tenancy agreement and fully understand all the clauses. **Never sign a tenancy agreement unless you have read it all and understood it.** If there is anything you're not sure of, ask the landlord or agent. Your Student Advice Centre (see Useful Contacts for details) can check your tenancy agreements for you for free. To get the most from this service, please read the contract carefully and come to a drop in with questions or arrange a more detailed check by appointment.

If you feel you don't agree with something in the tenancy agreement you need to take it up with the landlord/agent and try to get the tenancy changed before you sign. Your tenancy agreement is legally binding so once you've signed it you agree to abide by it. Remember...

**...there is no remedy for a bad bargain!**

### Energy Performance Certificates (EPCs) for tenants

Anyone renting on an assured shorthold basis should be provided with an EPC. All students renting a house or flat on a joint tenancy or renting a self-contained flat should either be provided with an EPC or should be given a way of accessing this electronically. The EPC must be provided free of charge. The purpose of the EPC is to show prospective tenants the energy performance of the building they are planning to rent. The EPC certificate for the property you are about to rent must be at a minimum band E (unless a valid exemption applies).

### Right to rent

Landlords are required to prove that you are entitled to rent in the UK. They will need to see proof of this. To do this they will usually ask to see your passport and take a copy for their records. If you have any problems with doing this or think you are being discriminated against in relation to this seek advice at your Student Union Advice Centre.

# Fools rush in: The myths & the facts

**Myth:** All the best properties in Canterbury go before Christmas.

**Fact:** There are loads of properties near the University that do not get snapped up immediately – there are properties available within 5-10 minute walk of the campus still available in September.

**Myth:** Renting privately in Medway isn't an option.

**Fact:** Many students choose to rent privately in the Medway towns. Students in Medway who might want to rent privately should consider using Accredited Landlords. Medway council participates in an accreditation scheme and you can find their most recent landlords list at [www.medway.gov.uk](http://www.medway.gov.uk). The Student Advice Centre at GK Unions host a housing event at the Medway campus, in January, where you can meet local accredited landlords and also get advice and support about renting off campus.

**Myth:** Everyone has to pay fees to rent a property.

**Fact:** Not all landlords require fees to secure their property (although many do). Shop around and don't be afraid to negotiate.

**Myth:** I've rented before so I don't need to read my new tenancy agreement. They're all the same.

**Fact:** Tenancy agreements vary considerably. There are sometimes some common themes but it is very important to read through any agreement before you sign it. Check out anything you don't understand with an independent adviser. Your Student Union Advice Centre can discuss any concerns you have with you.

**Myth:** My landlord tells me they can enter my property at any time. I have to let them do this as it is their house.

**Fact:** If you have an Assured Shorthold Tenancy (AST) (See Jargon Busters) your landlord's access to the property in relation to inspection or repair requires them to give you 24 hours notice in writing to enter the property. Other situations where the landlord can enter the property will have to be agreed in the tenancy agreement. If the correct notice is not being given to you or agreed in the Tenancy Agreement then your landlord is not permitted to access the property. If you are having problems with your landlord we strongly recommend getting advice from your Student Union Student Advice Centre.

**Myth:** If things don't work out with my housemates the landlord has to release me from the tenancy.

**Fact:** You are responsible for the rent (and other expenses) on a property for the full period of the agreement unless there is something in the agreement to the contrary. If you are having problems with your housemates or want to leave your property do get advice from your Student Union Student Advice Centre.

**Myth:** If the landlord isn't doing repairs I can stop paying rent.

**Fact:** You don't have the right to withhold your rent if your landlord refuses to do repairs. If you don't pay rent, the landlord could take steps to evict you. If you are having problems in getting repairs done at your property get advice from your Student Union Student Advice Centre.

**Myth:** If my property was dirty when I moved in I can return it to the landlord in the same state.

**Fact:** While it is true that the tenant only has to return the property to the landlord in the same state of cleanliness (allowing for reasonable wear and tear) the problem can be proving it especially if your tenancy agreement requires you to return the property to the landlord in pristine condition. If your landlord disputes that their property was in poor condition at the start they may be able to deduct cleaning costs from your deposit. It is important therefore that you take photos at the start of your tenancy and get any issues with the cleanliness of the property recorded in your inventory to justify your position. If your landlord still disagrees you can ask your deposit scheme to arbitrate.

## Things I wish I'd known...

"I didn't realise how important it was to fully read the tenancy agreement before signing. We were nervous about losing a house we really liked so signed and paid our fees very quickly. It was only afterwards we realised we couldn't move our things into the house over the summer which meant I had to bring everything back to Scotland on the train and then back down again in September."



**Andy, third year Politics student**



# Fees & deposits... what can you be charged for?

Since June 2019 restrictions have been placed on Agents and Landlords on the amount and type of fees they can accept in relation to a tenancy that starts after this date.

This applies to University accommodation, rooms in the house of resident landlords and Assured Shorthold tenancies. Here is guide to the fees that you may still be asked to pay.

## Guarantors

A guarantor is requested so that if you fall behind with your rent or the property is damaged, the landlord can ask that person to cover it for you. Not all landlords require guarantors so you could shop around to see if you can find a Landlord who doesn't require one. If you are unable to secure a Guarantor, Kent students may be able to use the company Yourguarantor. See here for more information [www.kent.ac.uk/studentservices/YourGuarantorScheme/YG\\_index.html](http://www.kent.ac.uk/studentservices/YourGuarantorScheme/YG_index.html)

If you are moving into a joint tenancy, we suggest you encourage your guarantor to ask to put a financial limit on their liability to the maximum of your share of the rent as without this they may find themselves responsible for your housemates share of the rent too.

Type of Fee	Explanation	Refundable?
Holding deposit	A holding fee is given to demonstrate an intention to rent the property. A maximum of one weeks, rent for the total property can be taken as a holding fee.	<p>For a full discussion of Holding Deposits see here: <a href="https://england.shelter.org.uk/housing_advice/tenancy_deposits/holding_deposits">https://england.shelter.org.uk/housing_advice/tenancy_deposits/holding_deposits</a></p> <p>In summary, if the tenancy goes ahead this should be returned to you within seven days from the date of the agreement or, if you agree, used towards rent payments or the tenancy deposit.</p> <p>If the tenancy does not go ahead due to a:</p> <ul style="list-style-type: none"><li>• <b>Landlord decision:</b> The holding deposit must be refunded within seven days unless false information given or student has no right to rent due to immigration status.</li><li>• <b>Tenant decision:</b> It will be retained unless the landlord/ agent asks you to make a prohibited action or behaves unreasonably.</li><li>• Under certain circumstances you may be able to get your holding deposit returned if the contract is not agreed within 15 days of the holding deposit payment.</li></ul>
Tenancy deposit	Fee paid to secure against damage to the property or rent arrears at the end of the contract. Maximum amount that can be requested is five weeks rent for tenancies with a rental value of £50,000. Six weeks for tenancies with higher rent.	<p>For a full discussion of Tenancy Deposits see here: <a href="https://england.shelter.org.uk/housing_advice/tenancy_deposits/what_is_a_tenancy_deposit">https://england.shelter.org.uk/housing_advice/tenancy_deposits/what_is_a_tenancy_deposit</a> .</p>

You cannot be charged any other fees including referencing, inventory fees or any fees relating to guarantor agreements.

Before considering any property,  
you should always ask...

## Paying a deposit? Use protection...

If a landlord/agent is taking a deposit from you they MUST, by law, put it in one of the tenancy protection schemes within 30 days and give you 'Prescribed Information' about it. These schemes protect both you and the landlord when it comes to deciding how much of the deposit is returned. If the decision cannot be agreed by both parties, the deposit scheme will make a neutral decision based on evidence given by both parties. If paying a deposit you MUST ask whether it is protected! Whilst paying deposits can seem annoying, it could be considered better than paying high non-returnable fees as you have a chance to get some or all of the deposit back.

## The Tenancy deposit schemes

You can check if your deposit has been protected on these websites:

- TDS (Tenancy Deposit Scheme)  
[www.tenancydepositscheme.com/](http://www.tenancydepositscheme.com/)
- DPS (Deposit Protection Service)  
[www.depositprotection.com](http://www.depositprotection.com)
- MyDeposits  
[www.mydeposits.co.uk](http://www.mydeposits.co.uk)

# 'The killer questions'

Is this property accredited?  
Is my deposit protected?

# Housing checklist

## Viewings

It is much easier nowadays to find rented accommodation via the internet. This should allow you to view properties online and reduce the need for too many viewings.

Once you have got a group organised you should ideally arrange to view any shortlisted properties together and have the necessary funds available to pay a holding deposit if you find your ideal house or flat.

When attending a viewing, do remember that you are visiting someone else's home and respect the rights of the current tenants. However, you should not hesitate to ask them how they have got on living there? They should be able to give you a good idea of what the property and landlord are like and whether it would be a good place for you to live.

Here's a checklist for you to take along on your property viewings to see if the property is right for you!

## Properties

1 \_\_\_\_\_

\_\_\_\_\_

2 \_\_\_\_\_

\_\_\_\_\_

3 \_\_\_\_\_

\_\_\_\_\_

Properties	1	2	3
Is the property accredited?			
Have you fully read the tenancy agreement and do you understand it?			
Are you happy with arrangements for repairs during your tenancy? Who will be your point of contact?			
How much is the rent?			
How much is the deposit?			
Which scheme is the deposit in?			
Are any bills included?			
Have you spoken to the current tenants for their views?			
Have you seen the Gas Safe Certificate?			
Have you seen the electrical safety certificate for the property?			
Have you seen the Energy Performance Certificate (EPC) for the property?			
Are there smoke alarms?			
Is the property secure? Are the doors and windows lockable?			



Does it have double glazing?			
Are you happy with the condition of the house? If not, do you have any agreed repairs in writing?			
Are there any signs of damp or mould? (If yes you should discuss this with your landlord)			
Are there enough toilets for the number of people living there?			
Are there enough showers or baths?			
Are you happy with the communal areas?			
Are kitchen utensils supplied?			
Is there a washing machine/ tumble dryer?			
Is the property in a good location for you?			
Can you get to and from University easily?			
Can you get to and from a supermarket?			
Is the local area well lit?			
Would you feel safe at night?			
<b>Now compare the different properties</b>			



# Money, Money, Money

Whilst it is important to have an accommodation that fits your needs and is suitable for you, it is also important that you are able to cover living costs. This doesn't just include rent and bills but also additional costs like books, food and even socialising. For that reason, mapping out a realistic budget is important to help you work out your expected living costs and give you a good idea of how much money you will need.

## Sample housing budget

Expense	Cost per month
Rent	
Groceries	
Entertainment	
Bills	
Transport	
Phone bill	
Savings (Christmas/birthday gifts/holidays)	
Shopping (clothes, shoes etc)	
Uni costs (Books/ stationary/ printing etc)	
Medical cost (prescription, contact lenses etc)	
Totals	

Income	£ Per Month
Student Finance	
Work	
Parents	
Bursaries	
Other	
Totals	

## Monthly Budget

Income	
Expenditure	
Balance	





**MUST DO** – A housing budget is important as you are able to map out your expenses and you can have a clearer understanding of all the costs you have to pay. Why not consider doing a housing budget with housemates too?! You can find a more comprehensive rent calculator tool to help with how much you can afford to spend on rent and still stay on a budget whilst studying at: [www.savesthestudent.org/rent-calculator](http://www.savesthestudent.org/rent-calculator)

## Things to consider

There might be other ways to organise your budget such as using excel, a notes app or even using a budgeting app but what is most important is finding a way that suits you.

- Groceries are the second biggest expenditure for students but there are ways you can cut down the cost of your food shop whilst living happy and healthy. For example, try using price comparison sites and apps like mySupermarket [www.mysupermarket.co.uk/](http://www.mysupermarket.co.uk/)
- As important as it is to do a budget and plan your expenses remember this can change from month to month. It is important to consider key periods such as winter where heating might be more expensive or the start of the academic year when you could be spending more on books.
- Save the Change: This is a service offered by most banks to help save more easily every time you spend on your debit cards. It rounds up the amount to the nearest pound which can be transferred to your savings account for you.
- If you're struggling financially, it is important not to suffer in silence as this can cause additional stress whilst studying. You are able to seek advice from your Student Advice Centre (see Useful Contacts) and you can explore what funding is available to you from the University [www.kent.ac.uk/courses/fees-and-funding/](http://www.kent.ac.uk/courses/fees-and-funding/)



# Living

## Congratulations!

You have selected and secured your property!

The work doesn't stop once you've got the property, use these pages for advice on when you move in and during your tenancy.

### Things I wish I'd known...

"I wish we'd taken the inventory more seriously. We skimmed through it and didn't mark any of the existing damage so ended getting charged for it when we moved out."

**Yolanda, third year Business student**



# Moving in

When you move in to your property, there are a few things you need to do.

## The Inventory

Your landlord or agent should provide you with an inventory. If they don't you can write one for yourself.

An inventory indicates the condition of the property when you first move in. It is then used as a baseline to track the condition of the property and its contents when you move out. Here is an example of an inventory:

Room	Item	Condition	Notes
Lounge	Sofa	Good	Small rip on side
Lounge	Carpet	Satisfactory	Lots of small stains
Lounge	Wallpaper	Excellent	Perfect condition

It is really important that you indicate on the signed inventory that you hand back to the landlord or agent any defects such as burn marks on carpets etc, so that you will not get charged for damage that was there previously! Be sure to also take pictures (try to include dates on them) and give copies of them to the landlord or agent.

**MUST DO** – Make sure you fill out your inventory... you'll be grateful when you move out!

## Problems on moving in?

When you have moved into your property you may find things aren't as you had expected in terms of the condition, for example, there might be items you were expecting missing or other issues. If you find any problems when you move in, contact the landlord or agent and calmly express your concerns – you might find that things can get resolved quickly and easily. Ensure you get everything in writing (email is fine), if things aren't solved so easily, use the Useful Contacts page to find out where to get some extra help.

## Bills: Setting up bills & other utilities

If your bills are not included in your rent, call the utility companies on the day you move in to let them know you've moved in and give them the meter readings for that day.

The main utilities you need to think about contacting/setting up are:

- Gas
- Electricity
- Phone line
- Internet connection (usually connected to the phone line)
- TV licence
- Water companies.

You might want to think about how you'll be paying for the bills, so that everyone is comfortable with their contribution. It is also important that everyone in the group sets some money aside each month so there is enough funding to settle the bills. There are companies that can help you with splitting and organising the payment of your bills. This will incur a fee though so do consider the pros and cons of using these schemes. Speak to your Student Advice Centre (see Useful Contacts) if you need advice on this.

## Council Tax

Eligible students are exempt from Council Tax between their course start and end dates. To be granted exemption you will need to supply your council with certified evidence of your student status which can be obtained from the University. If your tenancy agreement starts or ends after these dates you will be liable for Council Tax during that period. For example a student in between courses will need to pay council tax for the time between the end of their old course and the start of the new one.

## Refuse & recycling

Find out when your bins are due to go out and when the recycling goes out – the council should provide you with a leaflet about how recycling works or you can check online.

### Medway

[www.medway.gov.uk/binsrubbishandrecycling.aspx](http://www.medway.gov.uk/binsrubbishandrecycling.aspx)

### Canterbury

[www.canterbury.gov.uk/bins-recycling/](http://www.canterbury.gov.uk/bins-recycling/)

It will generally be that one week will be refuse, and one week recycling. It's really important to keep on top of your bins, to keep your property in good condition and not bring your community into disrepair or upset your neighbours.

# During your tenancy

## Living in the community

Don't forget that you're living in a community along with all sorts of different people and you have a responsibility to be a good citizen! Many people live there all year round for long periods of time as opposed to students which may turn over year on year so you must remember and respect that.

## Here are some tips for living in the community:

**Meet your neighbours** – make sure to introduce yourself to your neighbours when you move in, maybe bake them something and bring it round! It's important to make sure you know each other so you can help each other out if necessary.

**Alert your neighbours of any noise** – if you are considering having company or anything that could potentially be disruptive, tell your neighbours in advance (they'll be appreciative if you ask their permission) and come to a compromise on noise levels/end times and make sure you stick to them.

**Get involved in your community** – there's lots to do to feel part of your new community, and it helps to boost the perception of students. Go along to your local resident's association, join in community events/projects and other volunteering opportunities.

**Remember** that whilst living in the community you are representing the student population and the University. Whilst we understand some tensions that may arise in the

community are not just one sided and often involve a minority of students, the University takes very seriously any behaviour that can bring the University into disrepute and will act accordingly.

## Living on a budget

Your time at University can often be financially challenging, and you need to think carefully about how you spend your money, particularly prioritising paying the rent and utility bills. You can get budgeting help and advice on sources of additional funding (including hardship funds) from your Student Advice Centre (see Useful Contacts).

You can also check out this website for help on money and budgeting: [www.moneysavingexpert.com/students/](http://www.moneysavingexpert.com/students/)

## Fees

Landlords can only charge specific fees in the period of your contract. These are:

- Reasonable fees for replacement keys
- Interest on rent more than 14 days overdue, at 3% above base rate
- Damages for breach of agreement
- Fees for any variation of the contract if the change is at the tenant's request. The permitted fee is up to £50 or reasonable costs if higher
- Payments for council tax and utility bills (if the tenancy agreement requires it).

If you are being asked to pay excessive or other fees by your Landlord do seek advice from the Student Advice Centres (see Useful Contacts page).

## 5 must-do's before vacating your property for a long period of time (ie Christmas or Easter)

### 1. Make sure both your landlord and your neighbours know that you're leaving

It's important to let your landlord know you'll be leaving so they will be aware when their property will be vacant. They might want to carry out some redecoration or other works if the property is empty. Ensure that they have your up to date contact details should they need to contact you.

Similarly, it is also good to let your neighbours know when you will not be there so that they can keep an eye on your property.

### 2. Secure your property

Burglars sometimes target student houses during vacation periods.

Ensure the property is left secure whenever you leave it and make sure that all doors and windows are securely locked

### Things I wish I'd known...

"Oh how I wish we'd cleaned the fridge out... the smell when we got back after Christmas was unbearable and lasted for weeks!"

**Jim, third year Anthropology student**





and no valuables are left visible. It can also be a good idea to take high value items home with you (ie laptops), but just doing this will help deter any potential burglars from attempting to break into your property.

### 3. Settle bills and sort out utilities

Make sure you settle any outstanding bills before you leave so you don't come back to any red letter bills or threats of court action for unpaid bills!

You may also want to think about how you can save energy (and therefore money!) over the vacation periods, for example emptying your fridge/freezer and turning it off, but be sure to check with your landlord first that this is ok.

### 4. Set the heating on a low timer

Set your heating timer to have low heat going through the house once or twice a day – this will stop your water pipes from freezing or bursting – this is something you definitely don't want to come back to as repair bills for frozen and burst pipes could run in to thousands of pounds.

As tenants in control of the heating system in the property you risk being personally liable for this! This is one of the reasons why you should also arrange insurance when you move in to any property.

### 5. Dispose of perishable foods and put out the bins

When you leave the property for any lengthy period of time you need to dispose of all perishable foodstuffs. Maybe you could take them home with you or, if the items are unopened, see if your neighbours might want them. You should put out your refuse bin or recycling bags for the waste disposal service to collect and also ideally defrost the fridge as well before you go..

## Safety in your home

### Gas safety

Landlords have gas safety responsibilities under law. Your landlord must make sure that the gas supply and appliances in your home:

- are in a safe condition
- are fitted or repaired by a Gas Safe registered engineer
- have a gas safety check every 12 months by a Gas Safe registered engineer

This includes gas pipework, gas cookers, gas boilers, gas fires and gas water heaters. The landlord isn't responsible for the safety of any gas appliances you own.

### Smoke alarms

Your landlord is responsible for installing smoke alarms in your home and a carbon monoxide detector should be installed if you have a coal fire or wood burning stove heating system.

### Electrical safety

All landlords have a legal duty to make sure the wiring in rented homes is safe. Any electrical appliances they provide must also be safe to use but it is your responsibility to check that your own electronic items are safe. This applies if you are a private, housing association or council tenant.

Your landlord should arrange regular basic safety checks for the electrics and appliances such as cookers, washing machines and fridges.

Your landlord can arrange for an electrical inspection by a qualified electrician before you move in.

Electrical appliances that have been checked by an electrician should have a PAT (portable appliance test) sticker on the plug. This shows the date it was tested. If you are concerned about one of your own small, personal, electronic items PAT tested at Templeman Library: [www.kent.ac.uk/itservices/secure/electrical.html](http://www.kent.ac.uk/itservices/secure/electrical.html)

### Furniture safety

When you rent a furnished property, any upholstered furniture such as sofas, cushions and mattresses must meet fire safety standards. Each item of furniture or furnishings should have a label attached to it stating compliance with the regulations. All new furniture must carry a display label at the point of sale. Furniture which has no permanent label or a permanent label which is not in one of these types should be assumed not to comply.

### Water safety

By law landlords must ensure they assess the risk in their property to ensure you are protected from legionnaires disease. There are properties which are low risk, but if your water is not appropriately hot or cold speak to your landlord. Make sure to check all water storage units leads are sealed as it is important debris does not get into the system. Find out more on water safety here. [www.hse.gov.uk/legionnaires/legionella-landlords-responsibilities.htm](http://www.hse.gov.uk/legionnaires/legionella-landlords-responsibilities.htm)

Do you live in a shared house? This is a House of Multiple Occupation (HMO) and your landlord may have further responsibilities. Find out more on HMO at [https://england.shelter.org.uk/housing\\_advice/private\\_renting/houses\\_in\\_multiple\\_occupation\\_hmo](https://england.shelter.org.uk/housing_advice/private_renting/houses_in_multiple_occupation_hmo)

If you are not sure if you live in an HMO or have any questions or concerns about your safety urgently contact your Student Advice Centre for further help.



# Communicating with your landlord or agent

Good **written** communication is essential for a successful relationship between landlords and tenants. Email is convenient and helps both sides keep a record of what was said on which date.

Always try to be polite, respectful and factual when dealing with landlords or agents both in person and in writing. Try to avoid either too lengthy or too brief communications.

If your landlord or agent says they will do something ask them if they could put this in writing to you.

You might want to think about setting up a folder in your mailbox and holding all correspondence between you and the landlord/agent – both emails they've sent to you and the emails you've sent to them. It will help you track what's happened and will come in handy should any problems arise.

If you are having issues with your landlord or agent and want some help or advice take look at our Useful Contacts pages.



## Living with your housemates

Tensions between housemates are not unusual. It may be over things like bills and other costs, cleanliness of the property, visitors or noise. It is important to try and resolve tensions before they build up and get out of control.

If housemates have regular chats this can help prevent misunderstandings

If things are becoming out of hand you might want to consider mediation to try and resolve your problems. Contact someone in the University, the Advice Centre, the Accommodation Office or one of your Union officers for help with this.



# Leaving

You are due to be leaving your property soon, here are the most important things you need to do.

## Cleaning

Do check your tenancy agreement to see what it says about handing back the property at the end of the tenancy. Hopefully it will include clear guidance as to what the landlord expects the tenants to do. Some landlords will expect the property to be left in a pristine condition whereas others will accept a reasonably clean condition\*. Leaving your property in a really clean condition will help prevent you having any problems getting your deposit back, regardless of how you feel the condition was when you moved in. With this in mind you might want to think about having the carpets cleaned and having a professional cleaner come in. This will mean that you will have control of when the cleaning is done, to what standard, and how much you will pay! Be sure to keep receipts and invoices as evidence you've had this done.

\*although allowances should be made for 'wear and tear' and depreciation.

### Things I wish I'd known...

"In hindsight I would have got a professional cleaner in myself before we moved out. At the time I didn't want to pay out the money, but in the end we got charged for cleaning anyway which ended up being more expensive and took weeks to happen for an agreement to be made and our money returned."

**Tom, fourth year Drama student**





## The inventory

About a month before the end of the tenancy it's time to get out that inventory! Make sure you have a copy, if not ask your landlord or agent for one. Go through it line by line and make sure every item meets the condition indicated on the original list. It is really important to try and be present when a date is agreed for the formal 'check-out'. This is when the landlord or agents goes through the inventory and checks the condition of the property. If you are there you can agree or disagree with anything that is discussed and again this could save you being charged unfairly for anything. If you can't be there, make sure you take lots of dated photos before you leave.

## Settling bills

Make sure you get all your bills paid before you move out – call the utility companies and let them know you are leaving and provide any final meter readings on the day you actually leave.

Settling bills is incredibly important as leaving any unpaid bills could affect your future credit rating.



# Getting your deposit back

## Your landlord should write to you if they want to make any deductions from your deposit.

In this letter (or email) there should be an agreement on the time they need to complete the check out, propose deductions to you and return your deposit to you by.

If the deductions are reasonable and you agree, you simply write back (probably email) and agree. The remainder of your deposit will then be returned.

If you don't agree with the amount your landlord wants to deduct, don't feel pressured to accept it. You can try and compromise with your landlord yourself but you can also have your case passed to your deposit protection service who will make a neutral judgement.

You can get the undisputed amount back while one of the deposit protection services reviews the evidence. Simply tell your landlord that you don't accept their proposal and you want your deposit passed to the deposit protection services. Alternatively contact the scheme yourself and submit a dispute case. Some schemes have deadlines so do this sooner rather than later.

Remember, your deposit is first and foremost your money. Your landlord is responsible for making a case that they are entitled to make a deduction. Similarly you are responsible for making sure you leave the property in a good condition.

If you are disputing your deposit, here's a more detailed guide:  
[www.thedisputeservice.co.uk/](http://www.thedisputeservice.co.uk/)

If you need help regarding your deposit or submitting a dispute, you can always contact your Student Advice Centre, via email, phone or in person. (See Useful Contacts)

**Mydeposits:** 0333 321 9401 [www.mydeposits.co.uk](http://www.mydeposits.co.uk)

**The Deposit Protection Service (DPS):** 0330 303 0030 [www.depositprotection.com](http://www.depositprotection.com)

**The Tenancy Deposit Scheme (TDS):** 0300 037 1000  
[www.tenancydepositscheme.com/](http://www.tenancydepositscheme.com/)





# Jargon buster

## Seen a word you're not sure of? Have a look and see if it's here:

**Arrears:** Money unpaid by a tenant in whole or in part after the due date specified in the tenancy agreement.

**AST (Assured Shorthold Tenancy):** Assured Shorthold tenancies give the tenant the right to occupy a property for a period of time, provided that they keep to the terms of their Tenancy Agreement. There does not have to be a written contract to create an AST. Repossession of an AST needs to be agreed by the courts.

**Break Clause:** A clause in a tenancy agreement allowing either or both parties to follow a set procedure to break the agreement. Unusual in a student contract.

**Contractual Term:** A fixed period of time stated in a contract or agreement as being the time for which the contract will last.

**Council Tax:** The annual payment for public services due from all householders to their council. Student occupied households can claim exemption from this tax.

**Deposit:** A sum of money agreed between the parties and paid to the landlord by the tenant as security for the satisfactory completion of the tenancy.

**Guarantor:** A person (or entity) that agrees to be responsible for another's debt or performance under a contract, if the other fails to pay or perform.

**Holding Deposit:** The holding deposit shows good faith on the part of a prospective tenant enabling the landlord to take further action in the confident knowledge that the applicant is serious and fully committed to the property. It is not returnable if you withdraw from renting the property and does not have to be protected by a TDP service.

**Inventory:** An inventory is a list made prior to the letting, detailing all fixtures, fittings and free standing articles. This should incorporate a Schedule of Condition.

**Jointly and Severally:** A legal expression where two or more persons are held responsible under one tenancy. Each can be held responsible for the whole of the tenancy as well as their share.

**Landlord's Gas Safety Certificate:** Commonly called the 'Gas Certificate', issued by a Gas Safe registered contactor.

**Landlord:** The name for a person with the legal possession of a property which is let to a tenant. Used regardless of gender of the person with possession of the property.

**Lead Tenant:** A lead tenant has no more legal responsibility than any of their housemates but their landlord/ agent and deposit scheme is likely to communicate with them as a representative of the group

**Prescribed Information:** Information the landlord must legally present you with regarding the tenancy deposit protection.

**Resident Landlord:** Where the landlord occupies part of the dwelling as his main or principle home and lets the rest of it.

**Tenancy:** This is the temporary possession of a property by an individual or individuals, the details are described in the tenancy agreement.

**Tenancy Agreement:** A legal document outlining the terms and conditions of the tenancy. This is used to protect the rights of both the tenant and the landlord.

**Tenant:** Person(s) occupying a property, normally subject to the terms of a tenancy agreement agreed with the landlord.

**Term of Contract:** Clause in a contract describing any stipulated rights or responsibilities.

**Termination:** The ending of a tenancy.

**Quiet enjoyment:** This can be hard to define but in housing law it usually refers to a covenant (or promise) that means that the landlord will not do anything to disturb the tenants' rights to peacefully and reasonably use their rented accommodation.

# Frequently asked questions (FAQs)



**Q: Does a contract need to be written?**

**A:** A contract can be a verbal or written agreement. It is better to have a written agreement as both parties know what is expected and it helps to avoid disputes.

**Q: What if I'm not sure about a term in a contract I am thinking of signing?**

**A:** Do not sign a contract if you are not happy with the terms or there are any aspects of the agreement you do not understand. You should always be given some time to read the contract through. Where possible always get your contract checked – this service is normally available through the Student Union Advice Centre (see Useful Contacts). Never sign on the spot. Once signed, the contract is legally binding on all parties – you do not get a chance to change your mind.

**Q: I don't get on with my housemates anymore and I want to move out – can I give the landlord/agent notice?**

**A:** You must first check your contract. If there is a clause allowing you to give notice to quit then providing proper notice is given you could move out. Most student tenancies however are fixed term agreements with no notice clauses. In these circumstances you remain liable for the rent unless you can find a replacement tenant.

If you are housed by a landlord who has many houses then you may be able to obtain a transfer to a different room in another house. This way there is no loss of income to the owner and you get to move away from the problem.

Seek free advice from your Student Advice Centre. (See Useful Contacts for details) before taking any action.

**Q: We have signed a joint contract but one of our housemates has moved out. The landlord is asking us for the money but we feel the housemate should pay it. Is this fair?**

**A:** Fairness does not really come into it. Most student AST contracts have 'joint and several liability'. This means that all tenants are together liable for the rent, and if one or more do not contribute, then legally the landlord can ask the others to make up the difference. The landlord's primary concern is to collect the rent. If someone leaves, the best option is to try and find a suitable replacement as soon as possible. Do get advice if you do not have an AST or 'Joint and Several' contract.

**Q: I have moved out of a shared house but my former housemates are refusing to accept my replacement tenant. What can I do?**

**A:** If the contract is a 'joint and several' AST the remaining household have the right to refuse a replacement tenant. However, they can only refuse on reasonable grounds such as the replacement tenant not being a student (liability for council tax). If they continue to refuse suitable replacements it is important to notify the landlord/agent. They may decide to take action against the tenants if rent remains outstanding.

If you have an individual contract then you do not need to get the permission of others in the house. However, the landlord/agent does need to agree. It is rare that the landlord/agent refuses a replacement tenant and they would have to give good reasons for doing so.

**Q: Our house is in a poor state of repair – can we move out?**

**A:** It is very difficult to get out of a tenancy on grounds of disrepair, unless the property lacks the basic facilities and services such as heating and running water; or you are in immediate danger. Disrepair is normally an issue of compensation rather than moving out. Seek advice from your Student Advice Centre (see Useful Contacts for details) before you take any steps to move out of the property.

**Q: Can our landlord/agent evict us if he wants to?**

**A:** If you have an AST your landlord must comply with the Protection from Eviction Act. Court action must be taken to remove you from the property. Under no circumstances can the locks be changed, access refused or your possessions removed. This would amount to an illegal eviction and you could sue for damages.

However, if you live with an owner and are classed as an excluded tenant, your protection against eviction is more complicated and you will need to seek advice about your position.

If you receive a notice of seeking possession or a possession order, or if you have any other queries or concerns please contact your Student Advice Centre. (See Useful Contacts for details).

**Q: Can landlords write any terms and conditions they want into a contract?**

**A:** No, they can't. The Consumer Rights Act 2015 applies to all rented tenancies. As such any clauses deemed unfair could be unenforceable. This only refers to the standard

terms of a contract (not clauses that have been separately negotiated). Examples of Unfair Terms could be penalty charges, exclusion by the landlord/agent of accepting responsibility for loss or damage to personal property and ambiguous legal clauses.

If you have any concerns about unfair terms contact your Student Advice Centre for advice. (See Useful Contacts for details).

**Q: What if my landlord asks me to get my parents to sign a guarantee?**

**A:** As part of the agreement, some landlords/agents will present you with a guarantee and ask you to get your parents to guarantee your rent. It is very important that any such guarantee specifically limits your parents' financial liability to just their son or daughter's rent/damages. Before anyone signs it is important that both you and your parents understand that if you default on rent or the cost of damage they will be responsible for making payment.

It is also important to understand that if you enter into a contract with 'joint and several' liability and your parents sign a general guarantee, there is a significant financial risk to your parents. If another tenant moves out or fails to pay the rent, your parents could be taken to court under the terms of the guarantee, even if you have paid your rent. The advice is not to ask your parents to enter into any guarantee which does not specify the limit of financial liability being guaranteed.



# Useful contacts Canterbury

Got a question this guide can't answer?

## Advice Centre – Kent Union

For free and professional advice tailored for students  
Kent Union  
Mandela Building, University of Kent  
Canterbury, Kent CT2 7NW  
01227 827724  
advice@kent.ac.uk  
[www.kentunion.co.uk/advice](http://www.kentunion.co.uk/advice)

## Home Stamp Accreditation Scheme

Home Stamp Manager  
Kent Union  
Mandela Building, University of Kent  
Canterbury, Kent CT2 7NW  
01227 823214  
homestamp@kent.ac.uk  
[www.homestampkent.co.uk](http://www.homestampkent.co.uk)

## Vice-President (Welfare)

Your elected full-time student officer who deals with housing  
Kent Union  
Mandela Building, University of Kent  
Canterbury, Kent CT2 7NW  
01227 824217  
union-welfare@kent.ac.uk

## University Accommodation Office

Tanglewood (by Keynes College)  
University of Kent, Canterbury, Kent CT2 7LX  
01227 766660  
accomm@kent.ac.uk  
[www.kent.ac.uk/accommodation](http://www.kent.ac.uk/accommodation)

## Your Guarantor

Your Guarantor  
42 Lowther Road, Bournemouth, Dorset BH8 8NR  
01202 770 031  
<http://yourguarantor.com/university-of-kent/>

## Canterbury City Council

Military Road, Canterbury CT1 1YW  
01227 862000  
[www.canterbury.gov.uk](http://www.canterbury.gov.uk)

## Canterbury Housing Advice Centre

Second Floor, 24 Burgate, Canterbury CT1 2HA  
01227 762605  
[www.chac.co.uk](http://www.chac.co.uk)

## Canterbury Police

Old Dover Road, Canterbury CT1 3JQ  
Emergency – 999  
Non emergency – 101  
[www.kent.police.uk](http://www.kent.police.uk)

## Gas

Find out who supplies your gas  
**0870 608 1524**

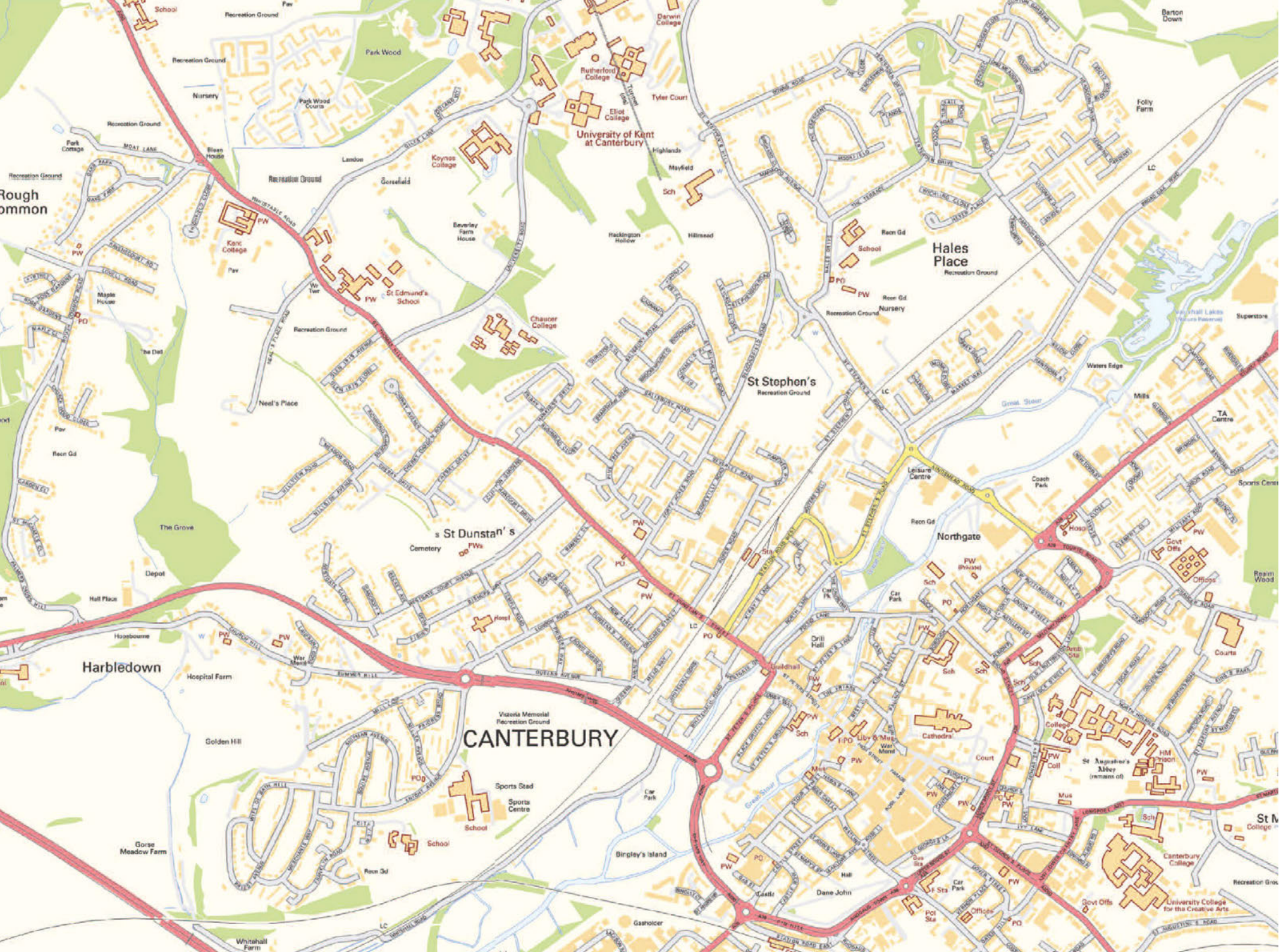
## Electricity

Find out who supplies your electricity  
**0845 330 0889**

## TV Licencing

[www.tvlicensing.co.uk/](http://www.tvlicensing.co.uk/)







# Useful contacts Medway

Got a question this guide can't answer?

## Advice Centre – GK Unions

For free and professional advice tailored for students  
Student Hub  
Chatham Maritime ME4 4AG  
01634 888855  
[advice@gkunions.co.uk](mailto:advice@gkunions.co.uk)  
[www.gkunions.co.uk/advice/](http://www.gkunions.co.uk/advice/)

## Kent Landlord Accreditation Scheme

(London Landlord Accreditation Scheme)  
020 7974 2834  
[LLAS@camden.gov.uk](mailto:LLAS@camden.gov.uk)  
[www.medway.gov.uk/info/200153/private\\_housing/96/information\\_for\\_private\\_landlords/4](http://www.medway.gov.uk/info/200153/private_housing/96/information_for_private_landlords/4)

## University Accommodation Office (Kent)

Tanglewood (by Keynes College)  
University of Kent, Canterbury, Kent CT2 7LX  
01227 766660  
[accomm@kent.ac.uk](mailto:accomm@kent.ac.uk)  
[www.kent.ac.uk/accommodation](http://www.kent.ac.uk/accommodation)

## University Accommodation Office (Greenwich)

Room 050 Blake Student Centre, Medway campus  
020 8331 8272  
[me.accommodation@gre.ac.uk](mailto:me.accommodation@gre.ac.uk)  
[www.gre.ac.uk/accommodation/medway](http://www.gre.ac.uk/accommodation/medway)

## Medway Council

Gun Wharf, Dock Road, Chatham, Kent ME4 4TR  
01634 306000  
[www.medway.gov.uk/](http://www.medway.gov.uk/)

## Medway Police

01622 690690  
Emergency – 999  
Non – emergency 101  
[www.kent.police.uk](http://www.kent.police.uk)

## Your Guarantor (Kent Students)

Your Guarantor  
42 Lowther Road, Bournemouth, Dorset BH8 8NR  
01202 770 031  
<http://yourguarantor.com/university-of-kent/>

## Gas

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**0870 608 1524**

## Electricity

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**0845 330 0889**

## TV Licencing

[www.tvlicensing.co.uk/](http://www.tvlicensing.co.uk/)











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