

HOUSING

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MANCHESTER
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UNIVERSITY

HOUSING

If you are planning on moving away from home or living in rented accommodation while you are at MMU it is important to check out:

- The types accommodation available.
- How much it will cost.
- How secure your housing situation will be.

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HALLS

MANY NEW STUDENTS SPEND THEIR FIRST YEAR AT UNIVERSITY LIVING IN HALLS OF RESIDENCE. THESE ARE USUALLY LOCAL BUILDINGS EITHER OWNED BY MMU OR BY PRIVATE COMPANIES.

PRIVATE ACCOMMODATION

MANY STUDENTS WILL RENT PRIVATELY OWNED ACCOMMODATION UNDER A SHORT-TERM FIXED CONTRACT (CALLED AN ASSURED SHORTHOLD TENANCY AGREEMENT), EITHER AS AN INDIVIDUAL OR AS JOINT TENANTS IN A SHARED HOUSE.

WHERE CAN I FIND ACCOMMODATION?

MMU HALLS OF RESIDANCE

MMU will do its best to accommodate you in halls of residence if you are a first year student however, priority will be given to:

- Care leavers
- Students with a disability/ medical condition
- Students who reside outside a 25 miles radius of campus

If you apply through the Accommodation Office, you may be placed in MMU owned and operated halls or in private halls where MMU has an "allocation agreement". Private halls have different agreements to university owned halls.

MANCHESTER STUDENT HOMES

Manchester Student Homes advertises both private halls and privately rented student houses in Manchester. Look out for

Landlords that meet their Accreditation or Accreditation+ standards, which means that they are committed to offering safe, high quality housing and good management.

(See useful contacts at the end of the booklet for contact details)

You can also look for accommodation online, through letting agencies or private advertisements.

STUDENT SUPPORT PACKAGE

MMU offer some students with a household income of £25,000 or less, a Student Support Package; part of which can be used against MMU accommodation fees in your first year of study.

ENTERING INTO A CONTRACT

WHAT IS A TENANCY AGREEMENT?

A legal document that sets out the rights and responsibilities of both landlord and tenant containing all the terms and conditions of the tenancy such as:

- The length of the agreement
- The rent payable
- Repairs
- Terms for leaving the contract early
- What is and isn't allowed in the property

REMEMBER

- A contract is legally binding so read it carefully and check that you understand all the clauses
- Don't be pushed into signing a contract. If your landlord won't let you take a copy away to have it checked, you probably shouldn't sign it
- Check what fees will be charged before you sign an agreement with a letting agency (credit checks or preparing a tenancy agreement)
- Accommodation advertised privately or through private letting agencies will not be signed up to Manchester Student Homes Code of Standards.

TYPES OF TENANCY AGREEMENT

ASSURED SHORTHOLD TENANCY

An Assured Shorthold tenancy is the most common type of tenancy agreement for students, which typically lasts for a fixed period of time.

MMU HALLS AGREEMENTS

These are a fixed term license to occupy a room and common areas for the Academic Year. It is very difficult to end an MMU halls tenancy early. The terms can be found online at www.mmu.ac.uk/accommodation. The easiest way to end your halls tenancy early is by finding a suitable replacement who must be another MMU student and not already in MMU halls. If you withdraw or suspend from your studies you or the university may be able to give four weeks notice to end the agreement. Please see us for more information.

PRIVATE HALLS AGREEMENTS

You will typically be asked to sign a fixed term license agreement for the full academic year and even if you suspend or withdraw from your studies, it's likely you will be expected to keep paying the rent, unless you can find a replacement tenant. Halls can evict you but they will have to give you notice, more information on this can be found under the eviction section.

IF YOU WANT US TO CHECK OVER YOUR TENANCY AGREEMENT
DROP IN AND SPEAK TO US

(JOINT) ASSURED SHORTHOLD TENANCY AGREEMENTS

If you rent from a private landlord, you're likely to sign an Assured Shorthold Tenancy for a period of 12 months, sometimes with July and August at half rent (please check with your landlord what rights you have during that time and get them in writing if you will need to live there). However, the length of the fixed term can vary or the tenancy can be for an indefinite period (a 'periodic' tenancy). A fixed term can turn into a Periodic Tenancy if the fixed term expires and no further fixed term is agreed. If you share your private rented accommodation with other housemates and all your names are on one contract that you've all signed, you are 'joint tenants'.

As a joint tenant, your responsibility for the rent and any rent arrears, as well as damage to the property, is typically shared with the other joint tenants. If one tenant leaves or doesn't pay their rent, the landlord can seek to recover the rent from the remaining tenants, as well as or instead of the person who has moved out. All your deposits could be affected at the end of the tenancy agreement. In addition, you may also be asked to provide a guarantor at the start of the tenancy and they could also

be pursued for any arrears or money owed.

An Assured Shorthold Tenancy offers some protection against eviction, your landlord will only be able to evict you under certain grounds or by using a special procedure called the Accelerated or 'Section 21' procedure.

In order to serve a Section 21 notice your landlord must follow certain rules in order for it to be valid and these rules differ depending on whether the tenancy is fixed term or periodic. A Section 21 notice can't be served during a fixed term. Basically this means that it isn't easy to evict you but also means that you cannot just leave if you don't like living there.

INDIVIDUAL ASSURED SHORTHOLD TENANCY AGREEMENTS

If you sign a tenancy agreement with just your name on it you have sole liability for any rent arrears and/or damage to your room/property.

LIVING WITH YOUR LANDLORD

Some students pay rent for a room in a house where they share some of the other rooms in the property with their landlord. If you live with your landlord as a lodger and share living accommodation, you may have what is called an 'Excluded Tenancy' or 'License' and you will only have the most basic protection from being evicted. You could ask or be asked to move out with one week's notice, unless you have a written contract with your landlord that provides additional protection. Some 'live-in' landlords will still give their lodgers a contract with details on how long the contract is for, the rent that is payable, notice you need to give before moving out. You will both be bound by the terms of this.

DEPOSITS

If your landlord doesn't protect your deposit or provide the required information, you can make an application to the county court and if the court is satisfied that the landlord hasn't protected the deposit it may order your landlord to pay you a sum of money as a fine. This fine will be between one and three times the value of the deposit, although it may be a lower amount if your landlord puts the deposit into a scheme by the time of the court hearing.

HALF RENT AND RETAINERS

Some Private Landlords may offer you half rent or a summer retainer during the summer (July and August). Before you agree to either you need to decide whether you require access to the property you are signing for or not during the summer and be clear with your landlord when you agreed move in date is.

- **Half Rent:** If you pay half rent then you should be entitled to live in the property from the date your tenancy begins and you start paying rent, but please check with the Landlord/Agent.
- **Retainer:** You may be asked to pay a retainer in order for your landlord to take a property off the market and guarantee that it will be available for you to occupy when your tenancy begins at the start of the academic year (normally 1 September). When you pay a retainer you will not normally be allowed to live in or enjoy full occupancy of the property and you may not be allowed to leave possessions in the property.

AGENCY FEES

It is not uncommon for lettings agents to charge additional fees beyond rent in advance and a deposit both of which are often non-refundable. These are normally for admin tasks such as drawing up a contract and carrying out credit checks. There are restrictions on what you can be charged fees for. For example, you cannot be charged for registering with a letting agency, being shown a list of available properties, routine inspections during your tenancy and anything your landlord is also charged for.

A list of all their fees charged by a letting agent must clearly be displayed within any premises where you are dealt with face-to-face, and on their website if they have one.

If a landlord has an Accreditation Plus A+ logo on the Manchester Student Homes website this means they do not ask for fees outside of rent and deposits. More information is available at: www.manchesterstudenthomes.com

LETTING AGENT REDRESS SCHEMES

Letting agencies must belong to one of three redress schemes, which provide a free, independent service for resolving disputes between you and a letting agent.

You can complain to a letting agency redress about issues such as: not clearly advertising fees, inaccurate property descriptions, disputes about fees to reserve a property, not passing rent onto the landlord or general poor service. But you must have first given the letting agency the chance to deal with your complaint first. The redress scheme has the power to order lettings agents to put something right and/or pay you compensation if deems fit following a complaint.

The three letting agent redress schemes are:

- The Property Ombudsman
- Ombudsman Services Property
- Property Redress Scheme

HOLDING DEPOSITS

Some landlords or letting agents might ask you to pay a holding deposit to 'reserve' a particular property while your references are checked and the tenancy agreement is drawn up. When you pay a holding deposit you are guaranteeing that you will take up the tenancy, and the landlord or agent is guaranteeing to let it to you, so you should be sure that you intend to live in the property before you pay it. You should ask for written confirmation that the holding deposit will either be returned once you move in, or that it will be used as part of your tenancy deposit.

If you pay a holding deposit but decide not to move in, it probably won't be returned to you. However, if the landlord doesn't go ahead with the tenancy, you have the right to get your holding deposit back. If you have put down a holding deposit, given accurate information about yourself and not withdrawn from the agreement to rent a property, your deposit should not be withheld if there are problems with your credit checks or references.

TENANCY DEPOSITS

Most private landlords ask new tenants to pay a deposit and the amount you will be expected to pay is typically equivalent to the rent for one month. With joint tenancies, a landlord may pool

together each tenant's deposit to create one bigger deposit, which may then be put into a Tenancy Deposit Scheme under a 'lead' (single) tenant's name.

TENANCY DEPOSIT PROTECTION SCHEMES

From 6 April 2007, if a landlord or letting agent in England takes a security deposit from you for an Assured Shorthold Tenancy, in virtually all cases the landlord must ensure that the deposit is protected by a government approved tenancy deposit protection scheme. Your landlord must provide you with information about the scheme within 30 days of taking the deposit.

The scheme guarantees that you will be paid as much of the deposit as you're entitled to at the end of the tenancy. It also provides an alternative dispute resolution service, which you and the landlord can use if there is a disagreement about how much of the deposit should be returned. There are three tenancy deposit schemes. You can check if your deposit has been protected by contacting them directly:

- **The Deposit Protection Service**
The Pavilions, Bridgwater Road, Bristol, BS99 6AA
T: 0330 303 0030
www.depositprotection.com
- **The Tenancy Deposit Scheme**
T: 0300 037 1000
E: deposits@tds.gb.com
www.tenancydepositscheme.com
- **My Deposits**
1st Floor, Premiere House, Elstree Way, Borehamwood, Hertfordshire, WD6 1JH
T: 0333 321 9401
www.mydeposits.co.uk

INVENTORY

1. Agree and complete an inventory of all items in the property with your landlord and the state of repair they are in.
2. This can make things much easier if there is a dispute over the return of the deposit at the end of the tenancy.
3. If your landlord isn't around to complete the inventory, take pictures and take a witness or better still arrange another date for when your landlord is free.

COUNCIL TAX

WHAT IS COUNCIL TAX?

Council Tax is a charge for services provided by the local authority where you live. It is a single bill for each household/property.

DO STUDENTS HAVE TO PAY COUNCIL TAX?

The majority of full-time students do not have to pay but there is a chance that you could receive a bill. Under certain circumstances, some full-time students have to pay Council Tax.

Part-time students are not exempt and you will have to pay Council Tax. You can apply for Council Tax Support from the Council to contribute towards the cost, if your income is too low.

STUDENT STATUS

You need to check whether you and (or) people you live with are classed as full-time students for Council Tax purposes.

Full-time student status is as follows:

- Students enrolled on a full-time university course e.g. Undergraduate and Postgraduate courses
- Students doing a placement as part of a full-time course
- Students from full-time courses who are doing re-sits on a part-time basis or without attendance
- Foreign language assistants

STUDENTS NOT LIABLE FOR COUNCIL TAX

These include:

- Halls of residence - including private halls
- Shared house - if all the residents are full-time students
- Students living with their parents – **unless your parents are your lodgers or tenants**
- Student lodgers sharing with owner-occupiers
- International students living with non-student dependents. Provided that: there are no other non-student adults in the accommodation and

the dependant is not permitted to work or claim benefits

HOW DO I GET COUNCIL TAX EXEMPTION?

Most full-time students will be exempt from paying Council Tax for the duration of their course. However, this is not an automatic exemption and the council where you live will require proof that you are a full-time student. If you have updated your term-time address with MMU, they should notify your council directly that you are a student if you enrol during the August until October period and live in the following areas:

- Bolton
- Stockport
- Manchester
- Oldham
- Salford
- Tameside
- Trafford
- Wigan
- Halton
- Cheshire East

However, you should also register your student status at your local Council office to ensure that exemption is applied. If you live in Manchester, you can do this by completing the Council Tax reduction claim form online. Please visit the Manchester City

Council website for more information.

If you live in another area, you should be able to confirm your student status by email. You can find details on how to do this online at your local council website; or if you prefer, you could go to the Council office and speak to them directly.

If you enrol later in the academic year OR live in an area not listed above, ask your student HUB for a Council Tax Exemption certificate after enrolment and pass it onto your local council. If you take the certificate in person, you should ask for a receipt. Make sure you keep a copy of the certificate for your own records.

AMOUNT OF COUNCIL TAX

Council Tax rates are set annually by individual councils and bills run from April to the following March. The amount of Council Tax for an individual property can depend on various aspects e.g. property value, number adults living in the property and duration the property is occupied.

IF YOU ARE REQUIRED TO PAY COUNCIL TAX

Council Tax is paid in 10 monthly instalments per year, from April to January.

Certain councils may allow you to pay over 12 months. However, if you fall behind with payments, you can lose the right to pay by instalments.

IF YOU HAVE COUNCIL TAX ARREARS

If you receive a Council Tax bill or received a demand for arrears – DO NOT IGNORE IT. If you fail to respond to arrears letters, you could have legal action taken against you.

It may be possible to challenge the bill or negotiate with the council for payment by instalments. Therefore, it is important you seek advice as soon as possible.

COURSE CIRCUMSTANCES/ COUNCIL TAX EXEMPTION ENDS

Your Council Tax exemption certificate will cover you until the last day of your course. After this date, the property you live in will be liable for Council Tax. You may have to pay Council Tax when you are between two full-time courses, for example:

- Between finishing an HND or Dip HE and starting a degree top-up year
- Between graduating and starting a PGCE course.

If you have a low income during this period, you could be entitled to Council Tax Support from your council – contact the Advice Centre for more details.

DROPPING OUT OF YOUR COURSE

Contact the Advice Centre if you are thinking of withdrawing from a full-time course. You could become liable for the full Council Tax for your property.

TAKING TIME OUT OF YOUR COURSE

Contact the Advice Centre if you have taken, or are thinking of taking, time out of your course. Whilst you should be exempt from paying council tax, problems may arise so contact us to discuss this further.

FAQ

Do I have to pay Council Tax?

You do not have to pay Council Tax if you are a full-time student. However, under specific circumstances you may have to contribute towards it.

I have enrolled, what do I need to do next?

After you enrol, the University informs your local council of your student status. It is also important

that you contact the council yourself and complete a Council Tax reduction form (it may have a different title depending on your council) to ensure that you are definitely exempt. Your local council office may have this form available online. Please check with your respective borough.

I am a full-time student, why have I received a Council Tax bill?

Sometimes due to errors, not all information is processed. Therefore, a certain number of student statuses do not register with the council – hence the bill.

Do not worry, you will not have to pay this bill but you need to sort this out ASAP to avoid any further charges! Please read the following sections.

Will sending a copy of my student card resolve this?

No, unfortunately this is not enough evidence to prove you are studying at university.

What do I need to do?

You need to go to your Student Hub and ask for a Council Tax Exemption Certificate – you must then hand this in at the council. The certificate should confirm your status and act as evidence.

Please note: The Hub can only give you your certificate. If you live in a shared property, you cannot pick one up on behalf of another student. All your housemates have to collect one for themselves (if they are all students).

I am sharing a property with someone who is not a student.

You are still exempt from paying. However, if your housemate is not a student then your local council will issue a bill for the property - your housemate must pay this bill. The bill will not be for the full amount and will most likely have a discount/reduction added. For further information, your housemate should contact your local council.

NEED TO KNOW MORE?

Council Tax can be complicated and we have included as much information as possible in this leaflet. If you are still unsure or have questions, contact us for further information, advice and help.

UTILITIES

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

To open your account with them, find and read the meters and contact the suppliers requesting that all tenants' names are placed on the account. Ensure that you give accurate meter readings or you may find that you end up paying for previous usage. If you are unable to locate the meters then contact your landlord or agent who will be able to tell you. It is also important to take meter readings on the day you move out to ensure you don't become liable for future tenants' usage. Many landlords will request to see evidence that all bills have been paid before returning your deposit.

It is advisable that if you pay another tenant for a bill that you get a receipt or make sure you can prove you have paid it. Although this may sound a bit formal among friends, problems can arise from bill-paying and it's important you have evidence. If your landlord or agent tells you that bills are included check your contract and find out exactly which bills are covered and which are not, such as telephone costs.

If your name is on the bill, you will be liable for it. However, there may be some argument that everyone who lives in the property is jointly liable so they may be chased for their share if they do not pay it but this is dependent on several factors.

GAS AND ELECTRIC

Once you have moved in you can change your gas & electricity provider if you wish.

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

There are various ways you can pay for gas and electric including monthly direct debits, quarterly bills, a payment card or using prepayment meters that you need to top up. Each different method has its advantages and disadvantages, but as a general rule the cheapest way to pay is via Direct Debit with paperless billing. Most energy companies will also offer a discount if you agree to have both your gas and electric supplied by them, this is often referred to as Dual Fuel plans.

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

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

WARM HOME DISCOUNT

The Warm Home Discount is a one-time payment of £140 paid directly into your electricity account in the winter to help with energy costs over the winter period. The scheme is mainly aimed for people in receipt of Pension Credit who automatically qualify, however each of the large energy providers* have a 'Broader Group' of people they can offer the payment to.

Each company has their own rules on who they consider to fall into this category, but this would normally be people with a disability or who live with young children AND receive certain benefits: such as Employment and Support Allowance (ESA) or Child Tax Credit.

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

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

TV LICENSE

You will need a TV license whatever type of accommodation you are living in - even if you only watch on your phone or computer. If you are living in a shared house as a joint tenant then one license will cover the household. However, if you have separate contracts you will need separate licenses. For more information on TV licenses go to www.tvlicensing.co.uk.

INFESTATION

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

If the property was already infested before you moved in it is likely that the landlord is responsible for dealing with it as it could be argued that the property is uninhabitable.

If the property has become infested since you moved in then it would depend on the circumstances in which the infestation occurred. For example, it is the landlord's responsibility under section 11 of the Landlord and Tenant Act 1985 to keep the structure of the property in good repair. So if the infestation was caused by a hole in an external wall then a good case can be presented that it is the landlord's responsibility.

However, if the infestation has been caused by the property being dirty or rubbish lying around then the landlord could refuse to deal with it and the responsibility will be passed to you. We would advise that in any circumstances you contact the Environmental Health Department within your local authority. They may be able to identify the cause of the problem and establish who is responsible. Environmental Health will also be able to sort out the problem but there is a charge for this, ranging between £25 - £90. If your accommodation is in Manchester, contact Manchester City Council Pest Control on 0161 234 5004 or email control@manchester.gov.uk.

If your accommodation is in Crewe, contact Cheshire East Council Pest Control on 0161 234 4928 or email pestcontrol@cheshireeast.gov.uk

COVERING THE COST OF YOUR RENT

Your tenancy agreement should clarify how much rent you need to pay, when by, and to whom. It is your responsibility to budget carefully for your rent because if you fall behind you could face eviction. If you think you may be in danger of facing eviction come and see us as soon as possible. For more information on budgeting and other sources of income, such as the University's Day to Day Fund have a look at our Funding Booklet.

Full-time first year undergraduates on the new higher fee regime may be entitled to the MMU Student Support Package. If you have been means tested through Student Finance and your household income is below £25,000 per year then you may be eligible.

Most full time students cannot normally claim Housing Benefit/Local Housing Allowance to assist with paying rent. However, there are some exceptions to this rule if you are a single parent or you have a long-standing illness or a disability you may be eligible. If you think you are eligible contact the Advice Centre and we can do a benefits check for you.

RENT ARREARS

Your rent is a priority debt and if you do not keep up with the payments your landlord may take steps to evict you. This process might start with your landlord sending you letters reminding you about the overdue rent, and they may charge you for these letters. You may also be charged for making late payments of your rent. If you are an Assured Shorthold tenant and you fall into more than eight weeks/two months arrears your landlord could start mandatory possession proceedings against you.

CONTACTING THE LANDLORD

In most cases, there is a legal process that your landlord must go through before they can evict you. Exactly how your landlord can get possession depends on the type of tenancy you have. The process should include a written notice and will involve applying to the Court for a possession order. If your landlord tries to evict you without going through the correct procedure then the landlord may be committing a criminal offence.

It is also an offence for the landlord to make it impossible for you to live there such as interfering with utilities or calling unannounced. This may be classed as harassment and you should contact your Tenancy Relations Officer at your local authority. If you think you are being harassed or being evicted then seek advice from Your Advice Centre as soon as you can.

REPAIRS

Trying to get your landlord to do repairs in your home can be tricky and is not always straightforward. Read over your contract to see who is responsible for the repairs, but bear in mind your landlord has a legal obligation to carry out some repairs even if it states otherwise in the contract.

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

If you let them know verbally, follow it up in writing. Always date your letter and keep a copy. It can be helpful to gather evidence of the disrepair such as photos, medical reports or expert evidence such as the Environmental Health inspectors. Dependent upon what the repair is you must give your landlord 'reasonable time' to carry out the repairs and your landlord must give you 24 hours' notice to come round and look at the repair. Unfortunately 'reasonable time' is not defined in law so repairs can

take a while to complete so it is always useful to try and keep communication and negotiation open with your landlord. If necessary chase up any outstanding repairs with further letters to ensure that your case is supported if you need to take it further.

If the repairs are major and it is essential for you to move out whilst the work is being done then usually the landlord should pay for this. If your landlord refuses to acknowledge the repairs there are some options open to you. This may include taking court action but come and see us before beginning any proceedings. Additionally, in some exceptional cases you can use your rent to pay for the repairs but there is a strict procedure to be followed; withholding your rent could result in the loss of your home. We would not advise this without first seeking specialist advice.

If you feel that the property does not meet basic health and safety you can contact the Environmental Health team at your local council who can inspect the property for you and instruct the landlord to do the repairs within a set time.

Environmental Health – Manchester
T: 0161 234 5004

Environmental Health – Crewe
T: 0300 123 5015

WEAR AND TEAR

Your landlord cannot keep your deposit because of general wear and tear to the condition of the property. For example, if the carpet gets a bit worn out it's probably wear and tear but if you burn a hole in it, it's damage.

The amount of wear and tear it is normal to expect depends on the condition of the property when you moved in and the length of time you have lived there. If you think you are likely to have problems it may be worth taking photos as early as possible in your tenancy and letting your landlord know in writing.

If you disagree with the amount your landlord wishes to keep of your deposit for disrepair you can raise a dispute via the Deposit Protection company holding your deposit via their Alternative Dispute Resolution Service. There are time limits for starting your complaint so you will need to act quickly. It will also help your case to gather as much evidence as possible and provide a copy of the inventory you completed at the start of the tenancy including any photographs if possible.

MOULD AND CONDENSATION

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

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

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

SAFETY

GAS

In accordance with the Gas Safety (Installation and Use) Regulations 1998 your landlord must carry out an annual safety check with a registered gas safe engineer. Your landlord is required to keep records of such checks for at least two years. You should receive a copy of the safety record within 28 days of the checks being carried out. If not then you may wish to contact HSE Gas Safety Advice Line on 0800 300 363 or visit their website for further information www.hse.gov.uk/gas. Make sure you ask your landlord for a copy of the gas safety record before you move in.

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

SMOKE ALARM

Your landlord does not have a duty to fit a smoke alarm in the property except in some Houses in Multiple Occupation (HMO). You can buy one yourself if your landlord hasn't provided one. They are fairly cheap; as little as £5.00, but make sure it is kite marked.

CARBON MONOXIDE

This is a highly dangerous gas that is produced by appliances that burn fossil fuels such as gas or coal. Even if the property has had a gas safety check problems can still occur and is difficult to detect due to being odourless, colourless and tasteless. Things to check for include staining around the appliance, a yellow lazy flame rather than a crisp blue one and condensation in the room where the appliance is installed. Symptoms can include headaches, nausea, breathlessness, dizziness or collapsing. You can buy a carbon monoxide alarm for around £12 - £15. The Health and Safety Executive has a Gas Safety Advice Line on 0800 300 363. In an emergency call 0800 111999.

ELECTRICITY

It is your landlord's responsibility to ensure that any electrical systems and electrical goods supplied in the property are safe (heater, kettle, cooker etc.). If you suspect they are not safe stop using them and inform your landlord. You can also contact Trading Standards via your local authority.

COMPLETING YOUR TENANCY

THINGS TO KNOW

- You don't need to move out from the property at the end of a fixed-term tenancy unless your landlord has served you with the correct notice to leave.
- When you move out your Landlord or Agent will typically make an inspection so that they can look for any damage or missing items.
- You may get charged for any repairs, redecoration or missing items that were not noted on the inventory when you moved in. These costs can be high and can be deducted from your deposit or charged for separately.
- You should not be charged for wear and tear.
- Most landlords will want evidence of the fact that your utility bills have been paid before s/he will release the deposit to you.

If you have any problems with the return of your deposit either contact the Alternate Dispute Resolution team at the Tenancy Deposit Protection scheme where your deposit is being held or visit the Advice Centre for further advice.

LEAVING THE CONTRACT EARLY

Typically, once you have signed a contract, you are liable for the rent for the whole of the term of the contract, even if you decide you don't like the place you're living or the people you live with or you want to move out for other reasons.

You can leave the accommodation but you'll still need to pay the rent until the end of your contract unless your contract has a clause allowing you to leave early or your landlord allows you to find a suitable replacement tenant to take your place in the tenancy. They may charge for this so check your contract.

If your Landlord agrees to you leaving the contract early you should get this confirmed by your landlord in writing and signed by them. This will help you if there is any disputes at a future date.

CHECKLIST

- Does the tenancy agreement mention leave notice.
- Take photos of the property left in a good state.
- Review contract and check costs for damages.

USEFUL CONTACTS

MMU Cheshire Accommodation Office

T: 0161 247 2950

E: accommodationincheshire@mmu.ac.uk**MMU Manchester Accommodation Office**

T: 0161 247 2958

E: accommodation@mmu.ac.ukwww.mmu.ac.uk/accommodation**Manchester Student Homes**

T: 0161 275 7680

E: manchesterstudenthomes@manchester.ac.ukwww.manchesterstudenthomes.com**Manchester City Council (Private Tenants Repairs/ Problems)**

T: 0161 234 4854

www.manchester.gov.uk/info/100007/housing**Cheshire East Council (Private Tenants Repairs)**

T: 0300 123 5017

www.cheshireeast.gov.uk/housing**Manchester City Council Tenancy Relations (Emergency Harassment Service)**

T: 0161 245 7850

Manchester City Council Homelessness Service

T: 0161 234 46 92 / Outside Hours 0161 234 5001

Cheshire East Council Homelessness Service

T: 0300 123 5017

Manchester City Council Environmental Health (Pest Control)

T: 0161 234 4928

E: pest.control@manchester.gov.uk**Cheshire East Council Environmental Health (Pest Control)**

T: 0300 123 5015

E: pestcontrol@cheshireeast.gov.uk**National Grid Gas (Gas Leaks)**

T: 0800 111 999

Shelter (Housing Advice)

T: 0808 800 4444

<http://england.shelter.org.uk>**Housing Ombudsman Service**

T: 0300 111 3000

E: info@housing-ombudsman.org.ukwww.housing-ombudsman.org.uk

CONTACT US

T: 0161 247 6533

E: s.u.advice@mmu.ac.ukW: theunionmmu.org/advice

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

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