

Contracts

When you find a property to rent, you are required to sign a contract. Your contract is legally binding so before you sign it make sure you're completely happy with the property.

Ask yourself a few important questions:

- Are you happy with the property and the landlord/letting agent?
- Can you afford to pay the rent and any bills?
- Are you happy with the people you're moving in with?
- Have you read through and understood the terms of the contract?

If you have any doubt, seek advice before signing the agreement. Even if you feel under pressure to sign for the property, remember that Liverpool has a surplus of good quality student accommodation so you can take your time to ensure you find the right one for you.

Contract Checking

Our Advice Service can check your contract for any unfair terms and conditions before you sign it. Good landlords will allow you to have at least 24 hours to read through the contract before you sign. If you would like an Advisor to check your contract, please email a copy to guildadvice@liv.ac.uk (9am-5pm) and we'll endeavour to check it and get it back to you as soon as possible.

Before you sign a tenancy agreement, you should also check the following basic details are clearly shown:

- **Address:** The correct address of the property or room you're renting.
- **Landlord:** Full name and address / contact details of the landlord and also the agent if there is one.
- **Tenants:** Name(s) of the tenant(s).
- **Term:** The dates the contract starts and ends. If it's a fixed term, is there a break clause?
- **Rent:** How much, how and when it should be paid.
- **Deposit:** Amount required, is the deposit being put in a deposit protection scheme?
- **Charges:** Are there any additional charges to be paid (e.g. administration fees, reference fees).
- **Bills:** Are bills included? If so, which bills and is there a fair usage cap?
- **Guarantors:** Does each tenant have to have a guarantor? If it's a joint contract, is the guarantor's liability limited to an individual tenant's share of rent and damages?
- **Signatures:** Landlord (or the landlord's agent) and tenant(s).
- **Moving out requirements:** Are there requirements you have to undertake before you move out?

What kind of contract do I have?

You need to ensure that you know what type of tenancy agreement you will be signing as this can have different implications on your rights as a tenant. In most cases, if your contract is from 6 months to 3 years in length you will have an Assured Shorthold tenancy (AST). If your contract runs on a week-by-week or month-by-month basis, you will likely have a Fixed-term Periodic tenancy agreement.

You also need to clarify whether your tenancy agreement is joint or individual as this will also affect your rights (see below).

Joint Tenancy Agreements

If you and your housemates are all listed on one tenancy agreement with a landlord, that means you have a joint tenancy.

- Tenants are jointly and individually responsible for paying the rent and for any damage to the property.
- If a tenant doesn't pay their share or leaves, the other tenants may be required to pay the outstanding rent amount.
- If a tenant wants to move out before the end of the contract, it's up to all tenants to find a replacement or they'll have to cover the extra rent.
- If a replacement tenant is needed, all existing tenants and the landlord must agree to the new tenant.
- In a joint contract, landlords cannot evict one tenant without evicting all of the others.
- You will only need to pay for one TV license if you watch live TV.

Individual Tenancy Agreements

If each of you signed a separate agreement with the landlord, then you will have individual tenancies.

- You are only responsible for paying your own rent.
- You will be responsible for paying for any damage within your own room and an appropriate share of any damage in communal areas (unless another tenant accepts responsibility).
- If another tenant moves out you may have no say over who replaces them.
- If you wish to move out before the end of your contract, the landlord may agree to release you, but you may have to find a replacement.
- You'll need to pay for a separate TV license for each person who watches live TV.