

Housing Information for Students

Updated January 2013

This guide will provide Students with vital information about finding and maintaining accommodation when they leave home. For further information or advice please contact Shelter Cymru.

Who we are:

Shelter Cymru, the housing and homelessness charity.

What we believe:

Bad housing wrecks lives and that everyone should have a decent, suitable home.

What we do:

We help people find and keep a home. We campaign for decent housing for all.

What we are:

- Independent
- Challenging and authoritative
- Positive
- Inclusive
- Responsive
- Passionate and knowledgeable

What we want:

- An end to homelessness
- A greater say for people over their homes and lives
- A suitable, affordable and secure home for all
- Access to support for anyone who needs it
- Neighbourhoods that are safe, well served and where people choose to live.

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0845 075 5005

www.sheltercymru.org.uk/getadvice

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Where will I live?

Most students opt for university accommodation during the first year and then rent privately from landlords or letting agencies after that.

How will I pay for it?

You will normally need a deposit and a month's rent in advance to give to your landlord. Most students cannot get Housing Benefit to help with rent, but there are a few exceptions.

What are my rights?

Make sure you know your rights, as this will help you if you are having problems with your landlord. As a student, you are likely to be an assured short-hold tenant.

I'm a student leaving care

If you're a student leaving care you'll need to find out about the different funding options open to you, including grants and the possibility of support from social services. Most students have to live on very little money and are not entitled to housing benefit. Finding a suitable place you can afford can be difficult but will ensure that your studies are not disrupted by housing problems.

If you are having housing problems, you should get advice as soon as possible. The earlier you take action, the more likely it is that things can be sorted out. If you are homeless, or need help in dealing with your landlord, use Shelter Cymru's services.

Call us on 0845 075 5005 for information on our local advice services throughout Wales.



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Finding out what's available

It is essential to check out your options. Most colleges and universities have an accommodation office or student welfare officer who can help you find a place to live. You could also check student notice boards for vacancies in shared houses, or place an advert yourself saying what you are looking for. You could also find websites that specialise in student accommodation. Not all options are available in all areas, so you'll need to be realistic about what you are prepared to accept. The type of tenancy or licence you have will affect your rights and what happens if you are threatened with eviction. You may be able to get a place in:

Halls of residence

Many colleges and universities have halls of residence. You usually get your own room and share cooking, bathroom and toilet facilities with other students. Some halls provide meals and bed linen but most are self-catering. Many first year students are offered a place in halls before they start their course. If this happens, make sure you read any paperwork you receive and complete and return any forms on time. There aren't usually enough places for you to stay in halls throughout your course, so you may have to look at other options later on.

You should be given an agreement explaining the rights and responsibilities you have before you move in. In most cases it will say that you are an occupier with basic protection. This means that you can be evicted fairly easily but the college or university has to give you at least four weeks' written notice and get a court order before you have to leave. Take time to read your hall agreement to make sure you understand what it says before you sign it. If there is anything that is unclear or unfair, get advice. It may not be legally correct.

The college or university owns most halls of residence but in some cases they are owned and managed by private companies. If this is the case, the college or university still decides who gets a place but the company is your landlord. It is responsible for collecting the rent and managing services such as cleaning and repairs.

Codes of Standards for halls of residence

There are now new management guidelines for halls of residence in Wales (universities and colleges). These are voluntary code of standards for institutions to follow. It is important you know what Code your institution is signed up to. If unsure, ask your students' union to support you if you have an issue with your hall of residence. Breaches of the code should ALWAYS be reported through the institution's complaints' procedure. If you believe a university or college is behaving really badly and providing terrible accommodation to students, it is CRUCIAL you inform your local students' union about it. They will be able to help you rectify the situation.



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College or university houses and flats

Some colleges and universities have flats and/or houses that they rent to students. They are usually very popular so it can be difficult to get a place. In most cases, mature students and people with children get priority.

In some cases, the college or university leases these properties from private landlords, housing associations or, less commonly, from the local council. If you are in this situation, it is important to check whether your landlord is the college/university or the owner of the property. Your landlord is responsible for carrying out any repairs needed and for dealing with any problems related to your tenancy or licence agreement.

In most cases you will be an occupier with basic protection if the university or college is your landlord. You will probably be an assured short hold tenant if your landlord is a housing association or a private company or individual.

Other specialist housing

Depending on your circumstances other options could include nurses' homes, housing cooperatives and shared ownership schemes. For details about the options in your area, check with a local advice centre. They can also tell you whether councils, housing associations and other organisations in your area have housing specifically for students.

Privately rented accommodation

In many areas there is a lot of privately rented accommodation available. Some places are rented directly from the landlord and some are rented through a letting agency. You may be able to find a place to live:

- in a bed-sit or flat of your own
- in a shared flat or house
- as a lodger in your landlord's home

As a student, you have the same rights as any other private tenant.

The quality and price of privately rented accommodation is very variable and private landlords can provide lots of different types of tenancies. You should always go and see the accommodation and read any paperwork involved before you agree to move in or sign any written agreements. Don't hand over any money until you're sure.

If you want to live alone, beds-sits and lodgings are usually cheaper than flats. But if you share any accommodation with your landlord you will be an excluded occupier. This means that you have few rights and can be evicted very easily. Many students prefer to share flats or houses with friends. You usually get more for your money if you are sharing and will be able to split the cost of the bills. If all of your flatmates are students, you don't have to pay council tax but you may need to get a certificate from your college or university to show to the council.

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Tenancy Deposits

Most landlords or letting agents ask for one month's rent as a deposit. Some landlords ask for more than this. Rents can vary enormously and there is no limit on the amount of money that landlords can charge.

Your deposit gives your landlord security in case you cause damage to the property or don't pay the rent. The deposit is usually equivalent to one month's rent. It belongs to you and should be returned when you move out unless your landlord can show s/he has suffered a financial loss.

Your landlord cannot take money out of your deposit to cover normal wear and tear. You can ask to be shown receipts or estimates for items that have been deducted from your deposit.

What happens to the money?

Tenancy Deposit Schemes

Tenancy Deposit Protection applies to all assured shorthold tenancies where a deposit is Taken. Virtually all new contracts to let a property with a private landlord are assured shorthold tenancies.

Since 6 April 2007, when signing a new tenancy agreement with your landlord, your deposit must be protected using a tenancy deposit scheme. For tenancy deposits paid to a landlord or agent on or after 6 April 2012, within 30 days of receiving it the landlord or agent must:

- protect your deposit with a government recognised scheme, and
- provide you with certain information.

For tenancy deposits paid to a landlord or agent between 6 April 2007 and 5 April 2012, they must have:

- protected your deposit with a government approved scheme by 6 May 2012
- provided you with certain information by 6 May 2012.

The information that must be provided to you by your landlord or agent includes:

- the landlord or agent's contact details
- which tenancy deposit scheme they are using and the contact details for the scheme
- information about the purpose of a tenancy deposit
- how you can apply to get the deposit back at the end of the tenancy
- what you can do if there is a dispute about the deposit.

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There are two types of scheme - a custodial scheme and an insurance-based scheme:

Custodial scheme

- the tenant pays the deposit to the landlord
- the landlord pays the deposit into the scheme and gives the tenant the above prescribed information within 30 days of receipt
- at the end of the tenancy, if the landlord and tenant agree how the deposit should be divided, they will tell the scheme which returns the deposit, divided in the way agreed by both parties
- if there is a dispute, the scheme will hold the amount until the dispute resolution service or courts decide what is fair
- the interest accrued by deposits in the scheme will be used to pay for the running of the scheme and any surplus will be used to offer interest to the tenant, or landlord if the tenant is not entitled to it.

Insurance-based schemes

- the tenant pays the deposit to the landlord
- the landlord retains the deposit and within 30 days pays a premium to the insurer – (the key difference to the custodial scheme) and gives the tenant the above prescribed information about the scheme being used and the tenancy
- at the end of the tenancy, if the landlord and tenant agree how the deposit should be divided, the landlord returns all or some of the deposit
- if there is a dispute, the landlord must hand over the disputed amount to the scheme for safekeeping until the dispute is resolved
- if, for any reason, the landlord fails to comply the insurance arrangements will ensure the return of the deposit to the tenant if they are entitled to it.

Example

A tenant pays a deposit of £1000. At the end of the tenancy, the landlord says he wishes to keep £200 to pay for replacing damaged furniture. The remaining £800 will be returned to the tenant.

The tenant disagrees, claiming the furniture was damaged when they moved in. Both agree to go to Alternative Dispute Resolution (ADR), so the disputed £200 will be transferred to the scheme administrator until the dispute is settled.

In each scheme, the deposit must be returned within ten days of the landlord and tenant agreeing how the deposit should be divided, or within ten days following notification of an ADR/court decision.



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How does Tenancy Deposit Protection affect me?

Will students who pay deposits be subject to tenancy deposit schemes?

Where student accommodation is let under an assured shorthold tenancy, the deposit must be safeguarded.

Halls of residence are not to be let on an assured shorthold tenancy if they are controlled by the university. However, some universities lease their halls of residence to private companies. These companies may let the accommodation on an assured shorthold tenancy.

What happens where a parent pays the deposit on a student tenant's behalf?

Where the deposit is paid for an assured shorthold tenancy, it would still need to be safeguarded in a scheme.

How would the deposit be repaid once an overseas student returns home?

Schemes are able to return deposits into foreign bank accounts. There may be a charge for this that would need to be paid by the tenant.

When must deposits be paid back?

When the landlord and tenant agree how the deposit should be returned, in full or in part, it must be paid back within 10 days.

In the custodial scheme: within ten days of the scheme being notified of agreement between the landlord and tenant or notified of an ADR/court decision.

In the insurance-based scheme: within ten days of the tenant requesting that the landlord return his deposit.

In case of a dispute: within ten days of the scheme being notified of the ADR service's, or court's, decision.

Can't it be paid back before then - i.e. on the last day of the tenancy?

Yes. Ten days is the maximum. In practice, we would like to see deposits returned more quickly and will be working with scheme administrators to see how this can best be achieved.

Many landlords currently pay the deposit back on the last day of the tenancy. In the insurance-based scheme, if the landlord and tenant agree on the amount to be returned, the deposit can be returned on the last day of the tenancy.

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What happens if a deposit has not been protected?

Unable to use 'notice-only'

The law allows a landlord to obtain an order for possession (an eviction order) against an assured shorthold tenant at any point after the first six months of the tenancy providing any fixed term has expired and the landlord has given the tenant at least two months' written notice (under Section 21 of the Housing Act 1988). This is known as 'notice-only'.

However, if the tenant has paid a deposit to the landlord and it has not been protected and/or the prescribed information has not been passed on to the tenant within 30 days (or by the 6th May 2012 if the deposit was paid between the 6th April 2007 and the 5th April 2012), the landlord is not able to regain possession of the property using this 'notice only ground'.

Fine

If a landlord has not protected a deposit and provided the prescribed information to the tenant within 30 days (or by the 6th May 2012 if the deposit was paid between the 6th April 2007 and the 5th April 2012) the tenant can apply for a court order that the landlord or agent should pay the deposit back to him/her or protect it within one of the tenancy deposit protection schemes.

Where the court believes that the landlord has failed to comply with these requirements, or the deposit is not being held in an authorised scheme, the court can order that the landlord or agent pay the tenant compensation of between 1 and 3 times the value of the deposit paid. This rule applies regardless of whether the tenancy has ended by the time of the court hearing.

Why should the Government protect tenants' deposits?

So that, when a tenant pays a deposit, and he or she is entitled to get all or part of it back, the tenant can be assured that this will happen.

How can tenants find out if their deposit is protected?

Within 30 days of receiving a deposit, landlords will have to provide tenants with details of which scheme is protecting the deposit. The scheme will be able to confirm if the deposit is protected.

What if a tenant moves out of their home before realising that their deposit has not been protected?

The tenant will need to apply for a court order and the court will order the landlord to repay the deposit amount to the tenant. In order to avoid this situation, tenants should make sure that their landlord has given them the prescribed information relating to the scheme that is safeguarding their deposit, and check that the deposit is protected, within 30 days of paying the deposit.

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How can I be sure I will get the deposit back?

The landlord can only keep all or part of your deposit if you have caused damage to the property or not paid the rent. To ensure that you get your deposit back at the end of the tenancy it is advisable to:

- check that your tenancy agreement says exactly what the deposit covers and when it will be returned
- ensure there is a detailed inventory of the property
- keep records of all rent payments
- notify the landlord of any damage, and repair it if you caused it

How can an inventory help?

An inventory is a detailed list of the contents and condition of the property and any items provided with it, such as furniture or equipment. You should do an inventory of the property with the landlord or agent before you move in. The landlord or agent may prepare one and give it to you. Always check that it is accurate and that everything is in working order.

The inventory should also state the condition that everything is in. Make sure you note if anything is damaged, marked, scratched, burnt or worn. A detailed inventory can prevent disputes later on. Both you and the landlord should sign the inventory and keep a copy.

If the landlord or agent refuses to do an inventory, prepare one yourself and get an independent witness (such as a friend) to sign it and send a copy to your landlord or agent. You could also take photos showing the condition of the property when you move in.

What records should I keep?

It is always a good idea to keep records, just in case. If you have problems getting your deposit back they could make a big difference. Useful items might include:

- the inventory
- any photographs you took when you moved in
- receipts for items you have replaced
- receipts or estimates for repairs done to the property
- receipts for rent payments
- letters to your landlord, and any replies you have received.

It is also advisable to keep a record of all the rent payments you make either in a rent book or by keeping receipts.

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When can the landlord keep my deposit?

The deposit belongs to you and should be returned to you unless your landlord can show/he has suffered a financial loss. Your landlord can make reasonable deductions from the deposit for:

- damage to the property
- unpaid rent
- missing items
- cleaning

Even if your landlord has a valid reason for keeping part of your deposit the rest of it should be returned.

Your landlord may try to withhold some or all of your deposit for a different reason such as because you had a noisy party when your contract stated you could not. This sort of thing is not legal. Landlords can only claim for any financial loss they have actually suffered.

Your landlord cannot normally deduct costs for re-letting the property such as advertising or agency fees. This would only be possible if you left your tenancy without ending it properly.

Can I be charged for cleaning?

Tenancy agreements often state that carpets and curtains must be cleaned to a professional standard before the tenant moves out. This does not mean that they have to be as clean - or cleaner - than when you moved in.

You are only required to clean any items soiled above normal wear and tear. If possible keep records and receipts for any cleaning you do or pay for.

What if I've damaged something?

Your landlord can only deduct as much as is needed to repair or replace what you have damaged on a 'like for like' basis. So, if you break an old armchair, you shouldn't have to pay for a brand new one. As with cleaning, you should not be penalised for normal wear and tear.

What counts as normal 'wear and tear'?

Your landlord cannot keep your deposit because of general wear and tear to the condition of the property. For instance, if the carpet gets a bit worn out, it is probably wear and tear, but if you burn a hole in it, it is not. 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 lived there. If you think you are likely to have problems it may be worth taking photos or getting a witness as early as possible in your tenancy.

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Precautions to avoid losing your deposit

There are some precautions you can take to avoid losing your deposit, and which will help you if a dispute arises:

- ALWAYS get a written receipt for the money paid, and keep it safe (this should also have your landlord's full name and address on it).
- Take pictures, when you move in, and when you move out. Put the date on if your camera allows you to do so. Pictures are VERY useful in court and can prove you left the property in good condition. If you don't have a camera, take pictures on your mobile phone, or buy a disposable camera, it is worth the expense!
- Agree an inventory with your landlord before you move in so that he cannot claim for damage done before you moved in, draw his attention to any outstanding repairs or damage by previous tenants.
- If your landlord will not provide an inventory, make your own list of fixtures and fittings and their condition with a witness when you move in and out.

If you have a difficult landlord and you suspect he may try to keep your deposit illegally, you may choose to withhold your last months rent to cover any potential loss, provided you have not caused any damage to the property (this is not a legal right, but you may consider it a practical necessity. Do not withhold rent of an amount over the amount paid in deposit).

PLEASE NOTE: If you try to offset your deposit by cancelling a rent cheque once you have already given it to your landlord you can be sued for the amount of the dishonoured cheque without the landlord needing to prove the case for damage or loss to his property, etc. You will still be entitled to claim back your deposit but may not be able to use this as a counter claim.

During your tenancy notify your landlord (preferably in writing) of any repairs that are necessary immediately as you may be held responsible for deterioration caused by unreported problems e.g. leaks or damp.

Can my landlord take money from the deposit for cleaning or decorating the flat?

Most tenancy agreements have a clause in them, which refers to cleaning of the property including curtains, carpets, bedding, etc. If so then it is best to find out what this entails, as this can be an extra cost which you are expected to bear.

If your landlord expects professional cleaning of the property at the end of the tenancy it may be cheaper for you to arrange this than allow the landlord to pay for it as he can then deduct this sum from your deposit and it can be difficult to dispute this, particularly if the landlord has receipts.



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If carpets, etc have any marks at the start of the tenancy ensure that this is noted on your inventory. Decorating costs after you move out should not be deducted from your deposit UNLESS you have damaged the property beyond what is considered "normal wear and tear" e.g. if you have put up pictures or shelves which have left holes in the wall your landlord could charge you for redecoration.

What if my deposit is not returned after I leave?

If you move out and your landlord does not return your deposit, if your deposit is held in a tenancy deposit scheme then the ADR scheme can be used to resolve any disputes.

If you paid your deposit before the 7th April 2007 or it is not protected, you may need to take legal action in the County Court, usually the "Small Claims" procedure is appropriate.

Small claims in the County Court

This procedure applies to sums up to a maximum of £5,000. To decide whether to start this action, you must be confident that you have a case and that your landlord can afford to pay. Sometimes a letter explaining that you are preparing to take action will be enough to prompt the return of your money.

Write to your landlord formally setting out your claim and giving a deadline of e.g. one week, after which you will proceed with court action if the money is not returned.

You may be able to use our sample letters which you can find in our free downloads library on our website : www.sheltercymru.org.uk.

If you decide to go ahead with court action, you will need advice and information - book an appointment to see an adviser at your Students' Union or seek advice from Shelter Cymru.

A solicitor is generally not needed and the court administration costs involved are usually very small. However, if the court deems the case too complicated for the small claims procedure or you / landlord counter-claims a greater sum of money, there is a slight risk that the case could be transferred out of the small claims procedure where costs may be considerable if you lose the case.



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Getting some help

Even during the summer, somebody at your university or college is usually in a position to help you. Ring your students' union or your student advice centre and ask to speak to the welfare officer, or somebody dealing with housing issues. You can often find their contact details on your university's website. They will be able to help you write formally to your landlord, and might be able to represent you in some cases if you decide to go with the small claims court procedure.

Email us your story

If you are having a hard time getting your deposit back or have had a horror story in the past and you are willing to talk to the media about it, please email your name, telephone number, and a short summary of your story (5 lines) to: campaign@sheltercymru.org.uk

Your story can be anonymous if needed.

Nuisances in your rented house or in your hall of residence

Mice waking you up in the middle of the night, chomping on your socks? Building work going on at the crack of dawn till late at night? Mouldy ceiling smelling like some leftover French cheese?

What you can do to make it stop

External noise (building work etc)

If you and your flatmate cannot have a normal conversation without raising your voice when you are 2 metres apart for at least part of the day, you have a serious noise problem.

Contact your council's environmental health or public protection department. They deal with complaints relating to noise.

Noisy flatmate

If you share a house or flat and one of your flatmate is noisy, the best you can do is talk about it with them first. The best option is to find a compromise, for example, loud music is fine, but only at weekends. Earplugs might come in handy as well if your flatmate occasionally comes home too drunk to be reasoned with. If the noise is really excessive and you cannot agree a compromise, you could get your landlord involved as well, although if you have a joint tenancy, or the tenancy is in the other person's name, bear in mind that the landlord may decide to end the tenancy for everyone - not just the person causing problems.

If you live in a hall of residence, and some of your flatmates are causing you trouble because they are too noisy, try and sort out the problem by talking to them first. If they do not cooperate, approach your university accommodation office or the building manager about it.

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Mice, rats, cockroaches, little unwanted animals...

Who would have thought you would have shared your nice, plush student pad with little furry animals (or charming insects)?

The initial actions residents and landlords can take are regular cleaning and maintenance to remove the food, water, and possible shelter (for example, stacks of newspapers under a sink should be thrown away). Not only will this help to prevent a pest problem in the first place, it is also crucial to controlling an existing infestation and maintaining a pest-free environment.

If the problem cannot be fixed this way, talk to your landlord or university about it. Local councils will deal with rats and mice by baiting and trapping and may require repairs and other works to be done to prevent their re-entry to the house and to deny them shelter and food. Most councils will also treat for insect pests, but many now make a small charge.

Health and safety issues

If your property is affected by any of the following, and your landlord refuses to carry out any repair works to fix the problem, you could ask your local council's environmental health or public protection department to come and inspect.

- dampness, condensation, and mould growth
- rats, cockroaches and other infestations
- broken glass, falling plaster, dangerous or decaying stairs
- faulty or dangerous gas or electrical installations
- blocked drains or problems with rubbish or sewage
- damaged asbestos
- smoke fumes or gases

Environmental health departments have a duty to inspect properties if they are told they are harmful to health.

If a house, flat or university hall of residence is judged by the council to contain hazards which may cause a risk of harm to the health and safety of the occupiers, or potential occupiers, it must take action – this could include ordering the landlord or the university to remove or reduce the hazard within a reasonable time and, if they do not, it can do the necessary works itself or take the landlord to court. Where conditions are extremely poor, the council can make an order closing the house or order its demolition. Any tenants will normally be re-housed.

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Housing in Multiple Occupation Licensing

Your landlord must pay a fee to his local council to register a property if it has 5 occupants or more, and 3 or more storeys. He will then obtain a licence for 5 years. Not registering is a criminal offence, with a fine of £20,000. Breaching conditions of the license can incur a £5,000 fine to your landlord.

Many student landlords will have to be licensed. Licensing is mainly about management standards, for example, your landlord must not have committed previous housing offences.

Anybody can report to the local housing authority a house that they think ought to be licensed, or report landlords to the local housing authority if they are not fulfilling the terms of the license. For example, your parents can ring the local council where you live and tell them they think your landlord ought to be licensed (only if the property has 5 or more people and 3 or more storeys).

Repairs

Under your tenancy agreement, the landlord (or your university) is almost certainly obliged to keep in repair:

- the structure and exterior of your house, including its drains and gutters
- the installations inside for the supply of water, gas, electricity and for sanitation. The

landlord will also be obliged to keep in proper working order the installations for room heating and water heating.

The landlord has a right of entry, after reasonable notice (generally 24 hours, except in an emergency), in order to meet this obligation. If they fail to meet their obligation, having had the problem brought to their attention, and having been given a sufficient time to deal with it, you may be able to take them to court, or get the repair done yourself, possibly deducting the cost from the rent (you should take advice on this before taking this form of action).

For further information about housing conditions, see the Shelter Cymru booklet Getting Repairs Done – available in our free downloads library at www.sheltercymru.org.uk.

For information about advice services in your area contact Shelter Cymru on 0845 075 5005 or visit www.sheltercymru.org.uk/getadvice