

HELP & ADVICE FOR ALL YOUR HOUSING NEEDS

Get in touch!

Tel: 01248 382034 / 382883

Email: studenthousing@bangor.ac.uk

www.bangor.ac.uk/studentservices/studenthousing



**THE OFFICIAL
UNIVERSITY
PRIVATE SECTOR
ACCOMMODATION
DEPARTMENT.**



NEED HELP FINDING THE RIGHT STUDENT HOUSE FOR YOU AND YOUR FRIENDS?

READ ON!

At any point just click the
category on the right to jump
straight to that section

Or just navigate using the
two buttons below

However you do it, this guide contains everything
you need to know to get yourself on the right track
with your student home

**HAVING
TROUBLE?**
Come see us or
get in touch.
We are always
happy to help!

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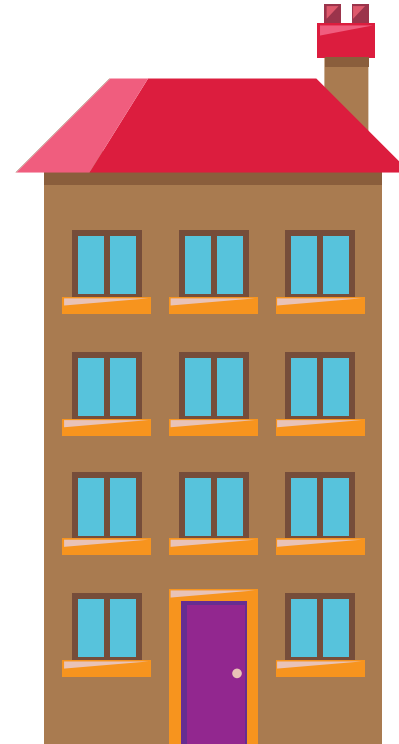
INTRODUCTION

So you've chosen who to live with and you have a rough idea of the kind of facilities you would all like... but what next?

This guide is designed to help you when looking for your first house in the private rented sector, pointing out the things to look out for and your rights as a tenant.

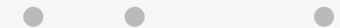
For further advice, call into the Student Housing Office.

You can also download a copy of our **"Househunting Checklist"** here: www.bangorstudentpad.co.uk/Local as well as a glossary of housing terms.



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HOW TO GET STARTED

The Student Housing Office is located in Neuadd Rathbone, College Road, in Student Services.

We are open daily **Monday to Friday** between **9am and 4.30pm**.

Alternatively, you can contact us by telephone on **01248 382034 / 382883** or by email on **studenthousing@bangor.ac.uk**

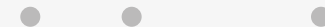
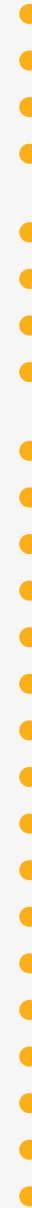
The Student Housing Office advertises privately rented accommodation to students for landlords. You can access information about available properties, including landlords' relevant contact details, by searching the database via our website:

www.bangor.ac.uk/student-services/studenthousing



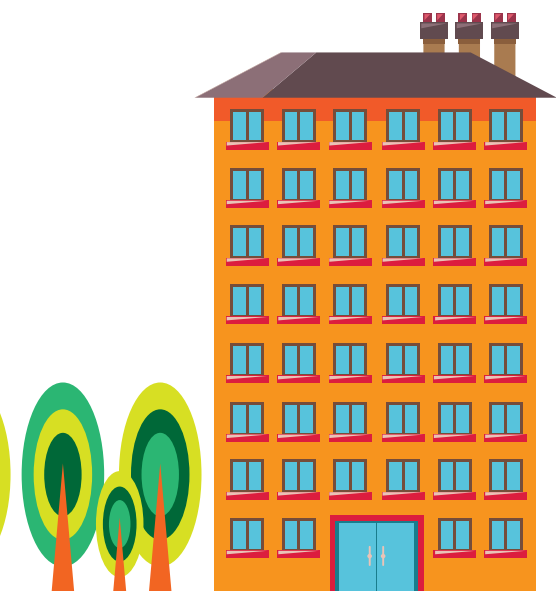
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HOUSING GUIDANCE

For most students, living in private rented accommodation is an enjoyable and fun part of University life. However, if problems with housemates, landlords or properties arise, then the Student Housing Office team have a widespread range of knowledge and experience of housing issues, plus access to outside agencies and resources. This means that we can give you the knowledge and skills to tackle any housing issues you may have during your tenancy.



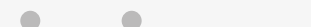
The Student Housing Office offers advice in good faith based on the information provided by students who may be living, or considering living, in privately rented accommodation.

We also provide contract guidance, so before you sign a housing contract bring it in to the Student Housing Office and we will go through it with you, explaining the terms and conditions, so that you can make an informed choice. **We would advise you not to sign any tenancy agreements/contracts until you have seen/viewed the property and made sure that it's suitable for your needs.**

Should you require legal advice on any issue, we can refer you to the appropriate service.

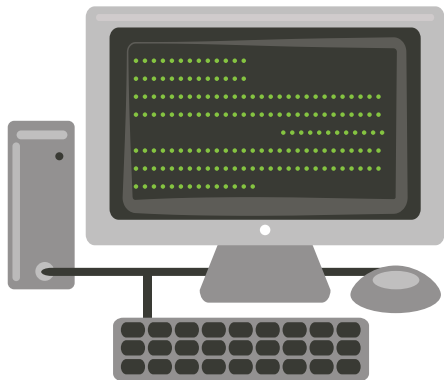
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THE STUDENT HOUSING OFFICE LANDLORD CONDITIONS OF REGISTRATION

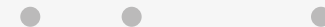
By registering to use our service and advertise properties with us, landlords are agreeing to abide by our Conditions of Registration. You can view these on our website. If you feel that a landlord is not complying with these conditions, please let us know in the Student Housing Office.



Tenants, too, have responsibilities in renting property and we have introduced a set of guidelines for tenants, which set out their obligations, both as tenants and as good neighbours. You can pick up a copy of these guidelines from the Student Housing Office, or they can also be downloaded from the Student Housing Office website.

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LETTING AGENTS

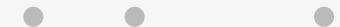


Letting Agents are privately owned companies that provide an accommodation service to students and the general public.

However, they usually charge for their services. Students should ensure that they are fully aware of all costs before entering into any agreements.

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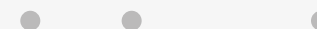
WHEN TO LOOK FOR ACCOMMODATION

Students usually start looking for privately rented accommodation from December for the following academic year. The list will be available from the Student Housing Office website in December. Students should check the website regularly for updates, or sign up via the website to get property alerts emailed directly to you.



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CONTRACTS/ TENANCY AGREEMENTS

The landlord does not always have to give you a written contract/ tenancy agreement, you can have a verbal one, but it is in everyone's best interest to ask for one. A good landlord will provide you with a written contract - if a landlord says you won't need a contract **beware**, say that you would rather have one.

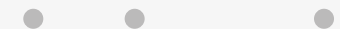
Don't hand over any money until you have had plenty of time (e.g. 24 hours) to read over the contract properly and sign it. If a landlord will not give you a contract until you have given them money **be careful**, do not be forced into anything. Once you have signed the contract you have a bit of security and have signed a legally binding document, but once you have given them money you're at a disadvantage. Make sure that you have a copy of the contract.

You can bring the contract into the Student Housing Office for guidance.

You can also download our **"Self Help for Tenancy Agreements"** information sheet and **"Guide to a Successful Student Tenancy"** here: www.bangorstudentpad.co.uk/Local

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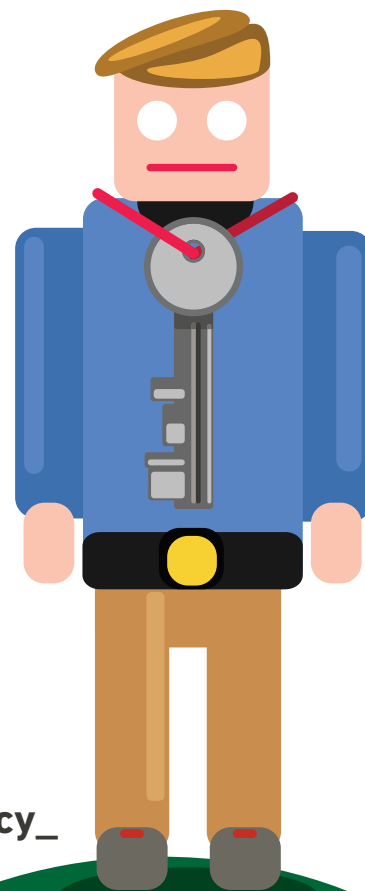
DOES THE LANDLORD SHARE THE ACCOMMODATION WITH YOU?

Tenancies excluded from being assured or assured shorthold tenancies include a letting by a resident landlord (i.e. where the landlord and tenant live in the same building as originally constructed, most commonly where landlord and tenant share some part of the accommodation, this is usually a licence/lodger situation not a tenancy).

Where a student lives in the same property as her/his landlord, this can impact on the fundamental rights and obligations that exist between the landlord and the student, so you should seek further advice.

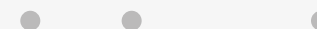
Use this tenancy checker:

http://england.shelter.org.uk/get_advice/downloads_and_tools/tenancy_checker



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ASSURED SHORTHOLD TENANCIES

Most student tenancies are Assured Shorthold Tenancies.

If you are unsure, you can use the Tenancy Checker here:

http://england.shelter.org.uk/get_advice/downloads_and_tools/tenancy_checker

or visit the Student Housing Office for guidance.

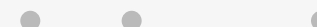
1 Most students will have a fixed term assured shorthold tenancy; you will find the term on your contract/tenancy agreement. If you don't have a contract/tenancy agreement usually a fixed term will have been verbally agreed, this is still a valid fixed term agreement.

2 If the tenant has not broken any of their tenancy agreement obligations e.g. to pay rent, the landlord cannot end the tenancy within the fixed term. (Even if this was the case, the landlord would have to go through the courts to evict). The tenant also cannot end the tenancy agreement within the fixed term without the landlord's agreement.

3 If the fixed term of an assured shorthold tenancy has expired and a new fixed term agreement is not issued, the tenancy remains an assured shorthold, retaining the same rights and being known as a 'statutory periodic assured shorthold tenancy'.

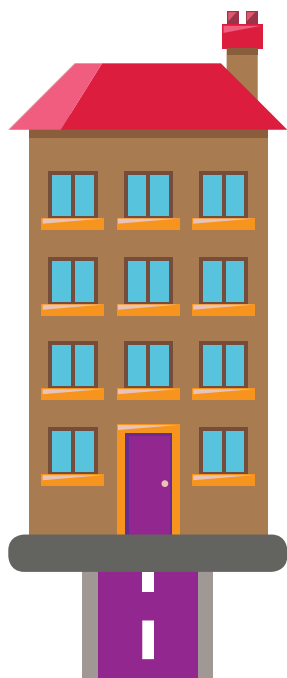
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JOINT & SOLE TENANCIES

Make sure you know if you have a joint or a sole tenancy.



According to Shelter, "If you and your flatmates or housemates all signed a single tenancy agreement with a landlord when you moved in, you will have a joint tenancy. This means that you will all have exactly the same rights and responsibilities. If each of you signed a separate agreement with the landlord, you have separate tenancies."

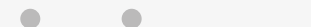
It is very important for you to know where you stand before you sign a contract.



Distinction is important because sole tenants are only liable for their own rent and have only very limited liability for what other tenants do. Joint tenants are jointly responsible so that rent is owed collectively and there is equivalent liability for breakages and disrepair. So, if a joint tenant wants to leave a fixed term tenancy, instead of regarding them as responsible for unpaid rent, the landlord can look to the remaining tenants to make up the difference.

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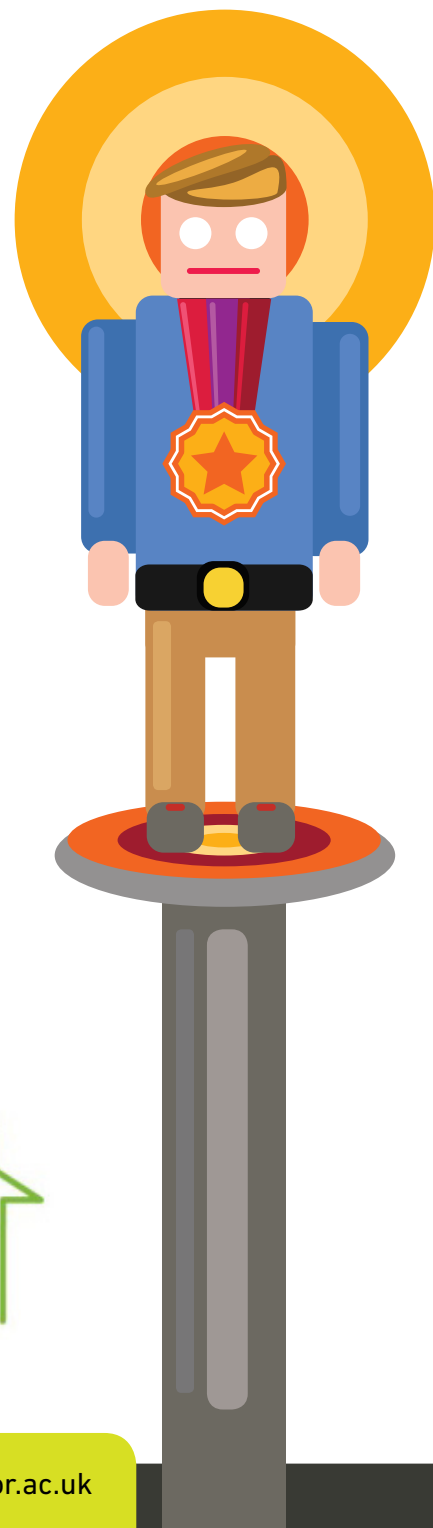
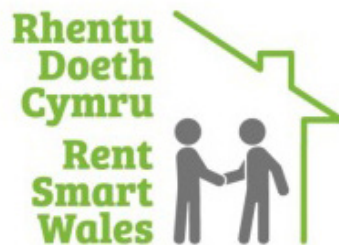
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RENT SMART WALES

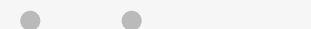
From Autumn 2015, all private landlords who rent out accommodation to people in Wales are required to register with Rent Smart Wales. In addition, those agents and managing landlords who undertake the day to day tasks at the rented property will need to obtain a licence. Licensing will be achieved by undertaking appropriate training.

Look out for the logo on property adverts and for more details visit:
www.rentsmart.gov.wales



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LICENSING OF HMOs

(HOUSES IN MULTIPLE OCCUPATION)

As one of the provisions of the Housing Act 2004, many landlords have to have a HMO licence for their property.

1 Licensing is intended to ensure that tenants have access to good quality, affordable accommodation, with a landlord who is a “fit and proper person”.

2 Licensing will involve a risk based inspection by the local council, which will cover categories such as fire, security and hygiene standards. Your landlord cannot evict you in order to avoid licensing.

For more information please contact the Student Housing Office, or your local council:



Gwynedd

01758 704096 | tai@gwynedd.gov.uk

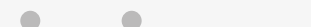


Anglesey

01248 752820 | ehealth@anglesey.gov.uk

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RETAINERS



It is relatively common for a landlord in Bangor to ask a student to pay a retainer. The reason for this is that students commonly look for properties in the period from January each year, while only intending to move in from September.

Unfortunately, the legal implications of being asked to pay a retainer are far from clear

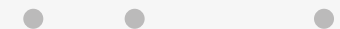
Different landlords have different interpretations of the word “retainer”. One interpretation is that the retainer is simply a charge for storing your possessions in the accommodation over the summer. Another interpretation is that the retainer is a payment for a guarantee that you will be granted a tenancy. Finally a payment described as a retainer may in fact be rent covering the initial period of the tenancy e.g. ‘summer rent’.

If a landlord asks you to pay a retainer ask exactly what the retainer covers and if possible have them add it to your tenancy agreement.

Never assume what a retainer covers – seek clarification.

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RENT

Before signing a contract, check the following:

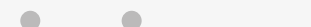


- 1 How much rent do you have to pay and does the rent include anything else e.g. gas and electricity bills?
.....
- 2 When do you have to pay – weekly, monthly or term in advance?
.....
- 3 How should you pay – cheque, or standing order/ direct debit (recommended as you will have a record of payment). However you pay, ensure you have a receipt or a record of payments to avoid later disagreements.
.....
- 4 Are there any clauses in your tenancy agreement which allow the rent to be increased?
.....

A landlord is only legally bound to provide a rent book if you pay on a weekly basis.

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DEPOSITS

You will most probably be asked to pay a deposit to your landlord before you move in.

The most common in Bangor is about one month's rent.

Deposits are intended to give landlords some financial security against any damage you may cause to the property or unpaid rent - this should be explained in your contract.

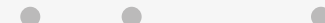
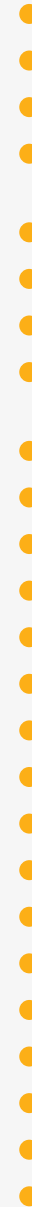
Landlords have to allow for fair wear and tear on furniture and fittings and can therefore not deduct from your deposit to cover such damage.

Unfortunately the issue of deposits and, in particular, their non-return by landlords at the end of the agreement is a major source of dispute and friction.



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TENANCY DEPOSIT PROTECTION SCHEME

Good news to all tenants from 6 April 2007, all deposits taken by landlords for Assured Shorthold Tenancies in England and Wales (this covers the vast majority of student tenancies), must be protected by a Tenancy Deposit Protection Scheme.

The landlord (or their agent) must provide the tenant with details ("prescribed information") of how their deposit has been protected within 30 days.

Tenancy Deposit Protection has been introduced:

1 To ensure good practice in deposit handling, so that when a tenant pays a deposit, and is entitled to get it back, they can be assured that this will happen.

2 To assist with the resolution of disputes by having an Alternative Dispute Resolution service (ADR). It will also encourage tenants and landlords to have in place, from the outset, clear agreement on the condition of the property through best practice, such as the use of inventories, and agreement on the condition of the property.

For more information call into the Student Housing Office or visit:

www.gov.uk/tenancy-deposit-protection/overview

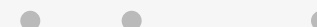
Before you agree to pay a deposit you should ask the landlord to confirm in writing exactly what the deposit covers and when the money will be refunded to you (it should say this in the contract).

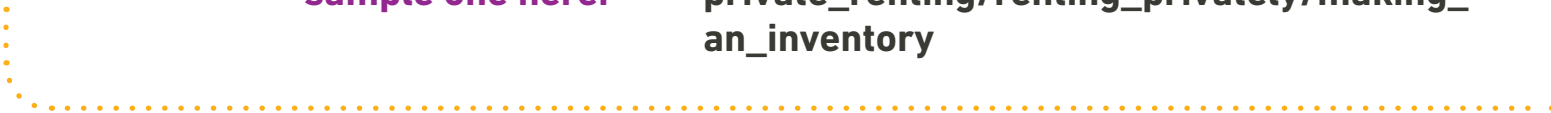


Always ask for a receipt or a record of payment for any deposit/rent/retainer paid.

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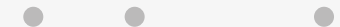
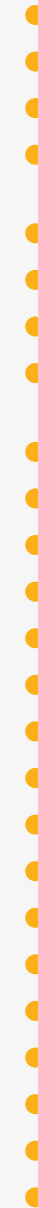
If a landlord doesn't give you an inventory it is a good idea to write one yourself and have an independent witness sign and date it to make sure it is a true record.

http://england.shelter.org.uk/get_advice/private_renting/renting_privately/making_an_inventory

If you do write your own make sure you give a copy to the landlord.

An inventory can be evidence for you when you are seeking your deposit back at the end of your tenancy.

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COUNCIL TAX

If you are a full time student living in a property where all the residents are full time students you have an exemption from paying council tax (you live in an 'exempt' dwelling).

The following councils are sent lists of all Bangor University registered full time students on a regular basis:

- Gwynedd County Council
- Anglesey County Council

This arrangement with local councils has been put in place to save students having to request council tax exemption documentation from the University. Please advise your landlord that this system is now in place, should they ask you to obtain a council tax exemption certificate, as this will normally no longer be required.

However you will still need to request a Council Tax Exemption Certificate from the Student Records Office in the following cases:

- You do not live in one of the above areas
- Your parents may need evidence of your exemption

For further details visit:

www.bangor.ac.uk/ar/main/faq/answers/oq20.php.en

If you receive a council tax bill in error, please contact Student Records on student-records@bangor.ac.uk to ensure that your details are correct. You must also notify Student Records if you change address. You can do this by updating Bangor Portal.

If you live in a property where not all of the residents are full-time students then you need to contact the Council:

Gwynedd Revenue Section:
01286 682701

Anglesey Finance Department:
01248 752653/54/55/56

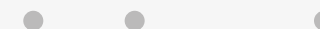
Conwy Council Tax Unit:
01492 576607

The full-time students in the property will still be exempt but the part-time students or non-student residents will not be exempt. Contact the Council for more information.

Please note that students do not need Council Tax Exemption Certificates for University accommodation.

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SAFETY

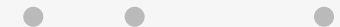
There are a number of safety issues that you need to be aware of before moving into rented accommodation.

There are some statutory requirements that landlords must follow, so you need to know what they are to make sure you are safe in your accommodation.



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GAS

The Gas Safe Register advises students that “By law, your landlord has to make sure that the gas appliances supplied in your rented accommodation are safe for you to use. As a student, gas safety may not be your top priority, but knowing your rights when you rent could save your life. Poorly serviced, badly fitted or faulty gas appliances could put you at risk from gas leaks, fire, explosions and carbon monoxide poisoning. **Carbon monoxide is a poisonous gas which can kill quickly with no warning. Its symptoms include headaches, dizziness, nausea, breathlessness, collapse and loss of consciousness. They might not just be the signs of a good night out!**

Fit an audible carbon monoxide alarm to alert you if you're in danger – you can buy a battery operated one at any DIY store and take it with you to every student property you live in.

Landlord's responsibilities

To be safe and legal your landlord must:

- Carry out an annual gas safety check and regular service on gas appliances in your home including gas boilers, cookers, hobs and gas fires. These checks must be carried out using a Gas Safe registered engineer.
- Provide you with a landlord's gas safety record (also known as a certificate) for the gas appliances. Ask for a copy of this before you move in or after the check has been carried out. By law, a safety check must be done every year.

Remember to always:

- Check the ID card of any gas engineer that comes to do work in your home.
- Cooperate with your landlord and let a Gas Safe registered engineer in when a gas safety check or service has to be done.

Make sure you know your rights when you rent. Download the Gas Safe Register student factsheet for all the information you need to keep safe in your accommodation:

www.gassaferegister.co.uk/pdf/Student_factsheet_oct_11%20.pdf

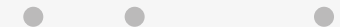
Remember - if your landlord refuses to service and safety check the gas appliances they have provided they are breaking the law. You can complain to the Health and Safety Executive (HSE) via the HSE website.

If you smell gas, or think there might be a gas leak, call the gas emergency number”: 0800 111 999 and follow the advice here:

www.gassaferegister.co.uk/help/gas_emergency.aspx

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ELECTRICITY

The Electric Equipment (Safety) Regulations 1994 state that if electrical goods are provided with let accommodation then they must be safe.

This applies to appliances such as kettles and TVs as well as fixed equipment such as electric cookers and immersion heaters.

It is advised that your landlord should have each piece of electrical equipment regularly inspected and tested by a qualified electrician, and labelled to show this and the date on which the next test is due.

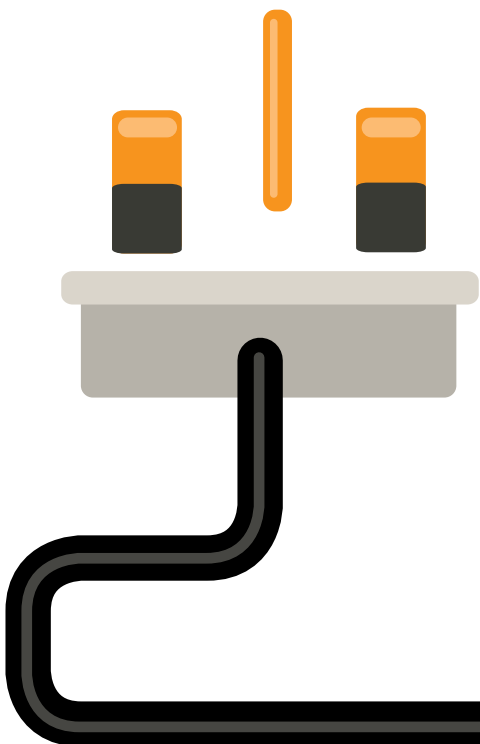
If you believe the electrical equipment in your house is unsafe, speak to your landlord.

Complaints about safety of electrical appliances may also be directed to the local Trading Standards department:

Gwynedd Trading Standards:
01766 771000

Anglesey Trading Standards:
01248 752840

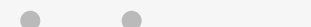
Conwy Trading Standards:
01492 574173



Tenants should ensure that any appliances the tenants provide themselves are safe.

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FIRE

Your accommodation should have a clear, safe and uncluttered exit route in case of fire. If you live in a property classified as a “House in Multiple Occupation” (HMO) the local council have obligations to ensure that your accommodation has adequate means of escape from fire. The local council are able to require fire precautions in all privately owned houses if they think there is a need. Fire precautions will usually be less stringent than for HMOs, however.



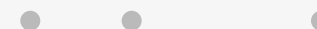
It is advisable that landlords provide precautions such as smoke detectors, fire extinguishers and fire blankets. If the property has an installed fire alarm system, you should familiarise yourselves with the testing arrangements for that system. If there aren't any fire precautions in your accommodation, it is strongly advisable for you at least to acquire your own smoke detectors and contact the council.

Students are encouraged to request a free Home Fire Safety Check (HFSC) from the North Wales Fire & Rescue Service by phoning 0800 169 1234.

Since 1988 most new upholstered furniture has to have a manufacturers 'permanent' label attached showing measures taken to ensure compliance with the Furniture and Furnishings (Fire)(Safety) Regulations 1988. All upholstered furniture supplied in rented accommodation must comply with these Regulations. 'Upholstered furniture' includes such items as chairs, sofas, headboards, mattresses and bedbases etc. If you suspect a piece of upholstered furniture may not comply, raise it with your landlord. Complaints about the safety of upholstered furniture may also be directed to the local Trading Standards Department.

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ENERGY PERFORMANCE CERTIFICATES

The purpose of an EPC is to show tenants the energy performance of the property they rent or intend renting. Landlords should be providing it at the earliest opportunity, before any rental contract is entered into.

Does my landlord need to provide an EPC?

Take a look at the following case studies:

Case Study 1

A house or flat is rented by a number of tenants who have exclusive use of their bedrooms but share a kitchen and bathroom. In this case each tenant has a contract with the landlord for the parts they have access to, but not for a whole dwelling. An EPC is therefore not required each time a tenant moves, although one will be required for the whole house if it is sold, rented as a whole or constructed.

Case Study 2

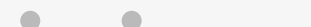
A group of friends rent a property and there is a single contract between the landlord and the group as the contract is for the rental of a whole dwelling. An EPC is required for the whole dwelling.



For more detailed information contact the Student Housing Office.

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REPAIRS

One of the most common problems that causes friction between landlords and tenants is repair or disrepair. Who is responsible to carry out repairs to your accommodation? You really need to know where you stand if repairs need doing in your accommodation.

Landlords are not responsible for every kind of repair. As the tenant you have a right to occupy the premises in a 'tenant-like manner'. This has been described as meaning that the tenant is "obliged to avoid or repair wilful or negligent damage and to do the minor acts necessary to keep the premises in a reasonable state." This means that it is the tenants' responsibility to change light bulbs, unblock sinks etc.

The first thing you should do if repairs need doing is to write to the landlord for the work to be done and keep a copy of this letter. In the letter you should list the work that needs to be done and give the landlord a reasonable period to complete the work. Take pictures. Where it is an emergency situation it is advisable to contact the landlord directly especially when repairs are required to avoid serious damage to the building and which need immediate attention e.g. flood.

Landlords have to give tenants reasonable notice before entering the property to carry out repairs. 24 hours is deemed reasonable notice except in the case of an emergency.

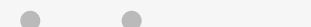
If you feel that the landlord has not responded to your letter then visit the Student Housing Office for guidance.

Landlords do have some statutory obligations over your accommodation. Under section 11 of the Landlord and Tenant Act 1985, landlords must keep the structure and exterior of the property in good repair. This includes drains, gutters and external pipes.

They are also obliged to keep in repair and proper working order the installations in the dwelling house for the supply of water, gas, electricity, sanitation, space heating and hot water. This includes basins, sinks, baths and toilets but not other fixtures, fittings and appliances that make use of the water, gas and electricity supplies. The Local Authority also have powers to require landlords to carry out repairs.

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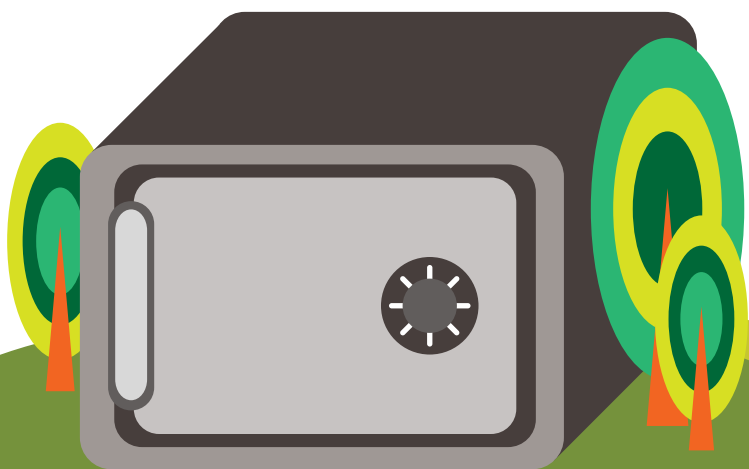
CLICK TO NAVIGATE



INSURANCE

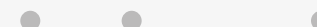
When living in privately rented accommodation, students should ensure that all their personal belongings are insured.

Landlords will have insurance to cover the property but are not likely to insure your personal belongings; this is the responsibility of the tenant! To some it may seem like a waste of money! but... balance out the cost of replacing these items with the expense of insuring them! You should look at prices both as an individual and as a household (if sharing a property) – the premium may be more expensive as a household but dividing the costs between all the tenants will make it cheaper. Some students may be covered under their parents' policy. Check if this applies to you and what type of loss you can claim for.



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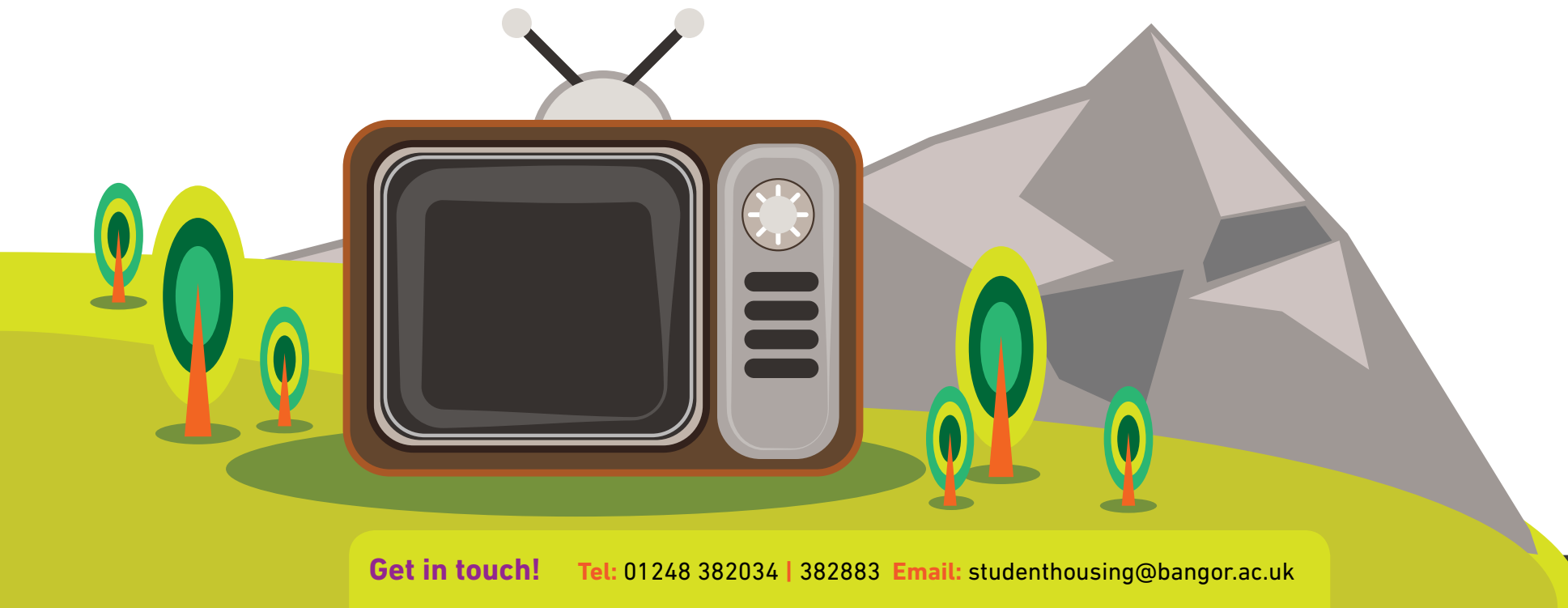
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TV LICENCE

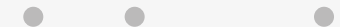
Watching TV without a valid licence is a criminal offence. This can lead to prosecution, a court appearance and a fine. To check whether you need a TV Licence, visit:

www.tvlicensing.co.uk/studentinfo



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UTILITY BILLS

Utility bills can lead to arguments. So be clear from the start!

The bills (e.g. gas, electric, water) that you will have to pay will depend on which landlord/ agency you decide to rent a house from – check your contract. Some landlords may offer an all-inclusive contract which covers your bills, check these agreements carefully to be clear if there are any bills (such as the telephone) which aren't covered by the agreement, or if there is a 'cap' or any loopholes which will leave you with bills at the end of the tenancy.

When moving in, the tenants should notify the utility suppliers. In most cases this can be done over the phone. Some companies will allow you to list all the sharers' names on the bill (you will all probably have to be present when this is done). Each person is then liable on a 'joint and several' basis. This means that any one person can be held responsible for the whole bill.

If the above is not an option, splitting responsibility for accounts between different sharers can provide the basis for shared responsibility.

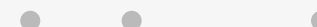
Where only one person is named on an account, the utility company will only seek payment from them. The named person will pay the bill and then recover contributions from the other sharers. It would be a good idea for sharers to make an agreement between themselves, spelling out each person's liability for the payment of bills in the event of a dispute.

Each company has a different system of registration and payment. It is essential that on the day you move into the property you take a meter reading and write it down. Then register with the related company and give them your initial reading. This ensures that you do not end up paying for any gas/electricity/water used by the previous tenants. It is also important that you take meter readings and inform each company when you leave the property to ensure that you do not become liable for the next tenants' usage. Some landlords will insist on seeing evidence that all utility bills have been paid before returning your deposit.

It is possible to change supplier in order to save money on your bills. Some tenancy agreements do specify that this can only be done with the authorisation of the landlord, so ensure you are able to do so. Before signing a contract with a new company, find out about how to end the current contract you have. Problems can occur if you do not close a previous account properly, resulting in you being pursued by two companies for the same bill.

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QUIET ENJOYMENT

This refers to your fundamental right to use your accommodation without interference. Landlords cannot call round to your accommodation whenever they want, certainly not letting themselves in without permission! (Unless in an emergency).

As a tenant you have a right to 'quiet enjoyment'. This means that you are allowed to live in your rented accommodation as your home.

Landlords do need to come to your accommodation to do repairs, to inspect the property and to show prospective tenants around. However, they must give you reasonable notice before coming over. **24 hours is deemed as reasonable notice.**

Visit www.bangorstudentpad.co.uk/Local to download our **"Moving In Checklist"** and **"Moving Out Checklist"**, along with many other helpful guides.

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