

North Somerset Tenancy Relations Service



**Information for
private tenants**

What is your landlord or letting agent responsible for?

Maintenance

Your landlord or letting agency is responsible for basic maintenance and repairs and cannot charge you for repair work, basic maintenance includes:-

- Making sure the property is ready to let by cleaning the property and fixing any damage that may have been caused by the previous tenant.
- By making sure that the property is secure and giving you, the tenant, a full set of keys. Normally you should not change the locks without getting consent from the landlord or letting agency.
- To keep in good working order parts or installations of the building such as doors, stairs and lifts.
- The upkeep of internal and external structure of the property such as floors, walls, ceilings and roof.
- The repair of utilities such as plumbing and heating.

If you need any repairs completed you should contact your landlord or letting agency, the landlord has a duty to carry out certain repairs but if they fail to do so you may carry out the repair work and take the cost off your rent. However you must give the landlord or letting agent plenty of notice of this and you should always take advice.

Gas appliances

All gas appliances, by law must be maintained in a safe condition and must be checked for safety every 12 months by a Corgi-registered engineer. You should make sure that your landlord or letting agency give you an inspection certificate and try and find out how the gas appliances work.

Furniture, furnishings and electrical appliances

All upholstery and upholstered furnishings that are supplied by the landlord or agent must be fire-resistant. Any appliances provided by the landlord or agent must comply with the Electrical Equipment Safety Regulations Act 1989.

Insurance

Normally landlords are required under the terms of their mortgage to have their own buildings cover and most landlords also have public liability insurance. However as the tenant you may want to provide your own contents insurance to protect your belongings.

Utilities and council tax

Are normally the responsibility of the tenant, your tenancy agreement should state which utilities the tenant is responsible for, if you are in any doubt confirm the situation with the landlord or agent. There should be no debts attached to the property when you move in.

Inspections

What if the landlord or agent wants to inspect the property, they may want to on a regular basis to monitor the condition of the property. They should phone or write to you in advance to arrange a mutually convenient appointment when you can be present. The landlord or agent should not inspect the property without warning; however after giving you 24 hours written warning, they may carry out an inspection even if you are not there. This should also apply if you are to show people around the property, again you must be given fair notice, normally 24 hours.

Harassment

Harassment is a criminal offence under the Protection from Eviction Act 1977, and may result in the landlord being fined or in extreme cases imprisoned. Harassment is generally classed as anything your landlord or agents may do that would interfere with the 'quiet enjoyment' of your home. Examples of this may be:-

- Entering your home without permission
- Changing your locks and providing new keys
- Cutting off utilities, electricity, water or gas
- Tampering with mail
- Threatening you to make you leave

If you think you are being harassed you should contact the number at the end of this leaflet and if you can, try

and keep notes of when and where it takes place.

when can I leave my tenancy

The tenancy agreement will normally run for initially six months, it is not normally possible to leave this tenancy before the six months is up, unless both you and your landlord agree to this. If you think you want to leave at the end of the six months you should give your landlord two months notice in writing. This is also the case if the landlord wants you to leave at the end of the tenancy; he must also give you two months notice in writing. Some landlords and agents serve notice as a matter of course when the tenancy begins, this is just to protect themselves and normally if the tenancy is running smoothly then they will not act on this.

If the tenancy continues after the six months and the landlord or agent does not renew the contract then it becomes a periodic tenancy however they may issue you with another fixed term contract. You should advise the landlord or agent before the fixed term expires that you wish to remain in the tenancy.

When you leave the tenancy you should leave it in the condition you found it making sure it is clean and tidy and there is no outstanding damage. You should also make sure all the meters are read, and that any remaining bills will be sent to you.

If you have paid a deposit then this is normally returned to you after the landlord or agent has carried out a final inspection on the property, if there

is no damage apart from general wear and tear then you should receive your full deposit back shortly after you have vacated. It is always wise to make sure there is a full inventory completed before you move into the property and that you keep a copy of this inventory.

If the landlord or agent refuses to give your full deposit back you should ask him to specify the reasons for this, and if you are unhappy then seek advice. If the deposit is delayed then write to your landlord or agent requesting they return it as soon as possible.

If you cannot resolve any disputes over the deposit then you may take legal action and sue your landlord in the County Court to recover the money. It is never advisable to withhold your last months rent because you do not think your deposit will be returned, as your landlord could then sue you for the rent arrears.

Can I be evicted?

Only if your landlord has obtained a court order and there is a warrant issued by the court. If your landlord or agent carry out an eviction without a court order then it is an illegal eviction. Illegal Eviction is a criminal offence and carries a maximum prison sentence of two years or a £5,000 fine. If you think you have been illegally evicted you should contact the number at the back of this leaflet or the police may be able to help out as it is a criminal offence.

The eviction process is normally three stages:

- You receive a Notice Requiring Possession asking you to leave
- When the date of this Notice Requiring Possession has expired, your landlord will apply to the court for a Possession Order.
- Your landlord must have a bailiff's warrant from the Court. On the warrant will be the date you must leave your home.

For further advice contact:-

Claire King, Tenancy Relations Officer
01275 888 333

Or you can call into the Town Hall in person; you may need to make an appointment.

email: claire.king@n-somerset.gov.uk

Monday to Thursday 9am-5pm and
Fridays 9am-4.30pm

Out of hours you can contact Shelter's 24 hour National Helpline on **0808 800 4444** (freephone) or if you have been illegally evicted you can contact the police.

This publication is available in large print, Braille or audio formats on request.

Help is also available for people who require council information in languages other than English.

Please contact 01275 888 333