



# HOUSING ADVICE

EVERYTHING YOU NEED TO KNOW ABOUT HOUSING

**DUSA**



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DUSA

# What to Look for When Renting in the Private Sector

Dundee Student Homes has been set up to help you find good quality accommodation inspected and accredited by Dundee City Council. The service is free to all University of Dundee and Abertay University Students and Staff. Landlords need to meet certain standards and can be removed if they fail to meet them. Along with standard accreditation there is also additional "International Friendly Accreditation" which means the landlord will not request a UK based guarantor. There is also a DUSA Housing facebook page where students can advertise rooms available to rent.

You can check review sites such as "Marks out of Tenancy" to see what other tenants think of an area, property or landlord.

## Choosing a property

It is recommended that you view a property in person rather than relying on information from the internet. For your own personal safety it is advisable that you view a property with a friend or relative and try to arrange the appointment at a reasonable hour. However, there are advantages to viewing the property after dark so you can get an idea of how you will feel when walking home at night.

It is advisable not to transfer any money before viewing a property.

## The condition of the property

All properties in the private sector should be let according to the 'Repairing Standard'.

### In order to meet the Repairing Standard:

- the property must be wind and watertight.
- the structure and exterior of the property must be in a reasonable condition.
- the installations for the supply of water, gas and electricity and for sanitation, heating, and water heating must be in a reasonable state of repair and in proper working order.
- any fixtures, fittings and appliances provided by the landlord (such as carpets and white goods) must be in good working order and fit for purpose.
- any furnishings provided by the landlord must be capable of being used for the purpose for which they are designed.
- the property must have suitable fire detectors.
- the property must have suitable carbon monoxide detectors.



**MARKS OUT OF  
TENANCY**

[www.marksoutoftenancy.com](http://www.marksoutoftenancy.com)

# Hints & Tips

**When looking at a potential property you may wish to consider the following:**

## **The Exterior**

- The roof looks sound and no tiles are missing.
- The gutters and pipes aren't broken or leaking.
- The windows aren't cracked or broken.

## **The Interior**

- No signs of damp eg dark patches, peeling wall paper or flaking paint.
- Few signs of condensation such as mould on the walls.
- There aren't any signs of pests like slug trails or mouse droppings.

## **Security**

- Is the property in a 'good' area?
- Do the outer doors and windows lock?
- Is the property fitted with a smoke detector?
- Is the street lighting sufficient?
- Are there curtains in rooms which are street facing?

## **Gas and Electricity**

- The cooker and other appliances work.
- The plugs don't get hot when switched on.
- The wiring doesn't look old and there aren't any frayed cables.
- The landlord can provide a valid gas safety certificate.

## **Plumbing**

- There is hot water.
- The taps all work properly.
- The bath and basins aren't cracked and toilet flushes properly.

# Signing Your Tenancy Agreement

## Which tenancy?

Most tenancies that started on or after the 1st December 2017 will be a Private Residential Tenancy (PRT). However, there are a number of exceptions. For example, if you live with a resident landlord or in halls of residence you will most likely be a common law tenant. If you entered into a Short Assured Tenancy prior to 1st December 2017 and it is the same or substantially the same property with the same tenants this will remain a Short Assured Tenancy unless it is brought to an end in the correct form or you and your landlord agree in writing to change it to a Private Residential Tenancy. If you do not know what type of tenancy you have or have questions about how this affects you please contact DUSA Housing for advice.

## Private Residential Tenancy

Please note that this advice applies to tenancies which started after 1st December 2017 and are Private Residential Tenancies. If you have another type of tenancy or are in any doubt please contact DUSA Housing.

Unlike the older form of tenancy PRT does not have a fixed term. It can be ended by the tenant giving 28 days notice or the landlord following the correct procedure. This will be discussed further on.

You have the right to be provided with a tenancy agreement from the day the lease starts. The landlord must provide you with the following information.

# Signing Your Tenancy Agreement – Cont

- The tenant's and landlord's contact details. The letting agent's details should also be provided if there is one.
- The address and details of the property.
- The tenancy start date.
- How much the rent is and how it can be increased.
- How much the deposit is and information about how it will be registered.
- Who is responsible for insuring the property.
- The tenant has to inform the landlord when they are going to be absent from the property for more than 14 days.
- The tenant will take reasonable care of the property.
- The condition that the landlord must make sure the property is in, including the repairing standard.
- That the tenant must inform the landlord the need of any repairs.
- That the tenant will give reasonable access to the property, when the landlord has given at least 48 hours notice.
- The process for the tenancy to be brought to an end.

If your landlord uses the model tenancy created by the Scottish government they should also give you the 'Easy Read Notes'. If this is not used they must give you the supporting notes. Make sure that you read these carefully.

If you are sharing a house you may be asked to sign a joint tenancy agreement. If you sign a joint tenancy agreement then all tenants will be liable for each other's debts and damages – they will be jointly and severally liable. This means that if one of you does not pay their share of the rent then the landlord can take action against any or all of you.

## **Guarantor**

You may be asked to provide details of a guarantor. A guarantor is a third party who agrees to take on your liabilities in the tenancy if you do not. This is not a legal requirement but is quite common practice. If you are unable to provide a guarantor you may need to shop around landlords to find one who does not require this. You may have to provide rent in advance. This should be no more than six months. If you are jointly and severally liable your guarantor may find themselves responsible for more than just your share. It is possible to set a limit to the amount guaranteed and the guarantor should consider doing this.

# Security Deposits

Your landlord or letting agent may require you to pay a security deposit. This deposit can be used to cover any damage to the property or the fittings and fixtures. It can also be used to cover any unpaid rent or utility bills at the conclusion of your tenancy. Your deposit cannot be withheld due to damage caused by wear and tear.

Please note that you should not be charged any administrative costs or holding deposits. These are illegal fees and should not be charged. You can contact DUSA for advice if you are worried that your landlord or letting agent are charging illegal fees.

Your landlord or letting agent must register your deposit with a tenancy deposit scheme within thirty working days of your tenancy starting. This only applies to landlords who are required to register as landlords so a resident landlord would not need to do this. There are various Scottish Government approved schemes where your deposit can be held. Your landlord should provide you with details of the scheme where your deposit is registered within thirty days of it being registered. If your landlord does not put the deposit in a secure scheme there are various remedies available including raising a tribunal action. If you believe your deposit has not been registered please contact DUSA for advice.

Once the tenancy has ended the landlord should apply to the scheme to have the deposit returned. They must state if they wish to retain any or all of the deposit. The scheme will then notify the tenant who can dispute any retention of the deposit.

## Hints and Tips

- Ensure you get a receipt for any money paid.
- When you leave return all the keys to the landlord and make a written request for the return of the deposit. Keep a copy of this.
- Your security deposit should amount to no more than two months' rent.

# Inventory

An inventory can be extremely useful evidence of the condition of the property when you first move in. It provides a full inspection of the property's contents and their condition.

It is good practice for your landlord to supply you with an inventory prior to you moving into the property. If you are not supplied with one by your landlord you can request one. If you still do not receive one you can supply your own. The landlord and tenant should both sign the inventory and initial each page to indicate that they agree with its contents.

If possible the final inventory check should be done on move out day and checked against the original inventory. This should ensure that there aren't any disputes about the extent of any damage.

- You can create your own inventory by making a list of the contents room by room and taking photos to record the contents as back up.
- Take a note of the gas and electricity meter readings.
- Get the landlord to agree to and sign the inventory.
- Remember to keep a copy of the signed inventory.

# Rights & Responsibilities

## The landlord is responsible for:

- Providing you with a written contract in paper or electronic copy within 28 days of the tenancy start date as well as contact details for the landlords or agents.
- If the landlord uses the Scottish Government model tenancy agreement for your lease they should also give you the 'Easy Read Notes' which will explain the tenancy terms in plain English.
- If a landlord does not use the model tenancy, they must give you the private residential tenancy statutory terms: supporting notes, with the lease, which explains the basic set of 9 terms that the landlord has to include in the lease.
- Providing you with a copy of the Gas Safety, Electrical Safety and Energy Performance certificates.
- Ensuring that the property meets the repairing standard including keeping the dwelling wind and water tight as well as providing the installations for the supply of water, gas, electricity and sanitation are in a good state of repair.
- Registering your deposit within thirty working days of the tenancy start date.
- Ensuring that they are registered landlords and have an HMO licence if required.
- Allowing you to have peaceful enjoyment of your accommodation without interruption unless there is an emergency. Landlords or their agents may wish to enter the property at reasonable times to carry out repairs for which they are responsible and inspect the state of the property. In a Private Residential Tenancy they must give 48 hours notice.

# Rights & Responsibilities – Cont

## **The Tenant is responsible for:**

- Keeping up to date with the rent. A tenancy agreement is a legally binding contract and you are responsible for paying the rent on time and in full in line with the contract.
- Being considerate to other tenants and neighbours. This includes being reasonable about noise and parties – weekends are better and it is a courtesy to let your neighbours know in advance.
- Not damaging the property – if you do you will be responsible for the repairs even if caused by a guest.
- Reporting all repairs to the landlord (preferably in writing) – the landlord can only fulfil their responsibility for repairs if they are aware of the problem. If the fault is not corrected within reasonable time you can contact DUSA for assistance.
- Securing the property when you go away. Make sure you lock all windows and doors.
- Acting in a ‘tenant like’ manner – you should perform smaller tasks around the house such as cleaning windows or changing light bulbs and take precautions to ensure pipes don’t freeze in the winter.
- Give proper notice if you want to leave. If you do not you could end up owing rent arrears and legal costs. If you are in doubt about this please contact DUSA for assistance.
- Speak to your landlord first if you want to sublet your property, assign your tenancy to someone else or do any decorating.

# Ending a Private Residential Tenancy

## If you wish to end the tenancy:

Unless you have agreed something different in writing with your landlord after the lease was signed you will need to give your landlord 28 days notice. This must be in writing and state the date the tenancy will end.

If you are a joint tenant you will need to get the other tenant's agreement as the notice will end the lease for everyone. If the other tenants wish to stay it may be that they can negotiate a new arrangement with the landlord by either taking on your share of the rent or finding a new flatmate to take over. The landlord's consent will be needed for this.

## If your landlord wishes to end the tenancy:

Your landlord cannot end the tenancy unless they follow the correct procedure. To start this process the landlord must give you a Notice to leave which must state the day on which the landlord can apply to the First Tier Tribunal for an eviction order and which ground he is asking the Tribunal to consider. You should be aware that your landlord cannot legally remove you from the property without the consent of the tribunal and any attempt to do so could be an illegal eviction.

The Notice period starts from the day you receive the notice which is assumed to be 48 hours after your landlord sent it. The amount of notice required depends on how long you have lived in the property and which ground is being used. If you have lived in the property for less than 6 months, then the notice period is 28 days, regardless of the ground used. If you have lived in the property for more than 6 months and the landlord is not using a conduct ground, then the notice period is 84 days. If you have lived in the property for more than 6 months, and the landlord is using one of the six conduct grounds the notice period is 28 days. Conduct grounds include rent arrears and breach of tenancy agreement. If you have received a notice you can contact DUSA for advice on your rights.

## Hints and Tips

- A landlord cannot evict you without an order from the First Tier Tribunal.
- In order to bring your tenancy to an end your landlord must give you a notice to leave and state which ground he is using.
- If you are evicted without the landlord following the correct procedure this is known as an illegal eviction. Your landlord is committing a criminal offence and you should contact the police immediately. You can also contact DUSA for advice.

# Potential Household Costs

## Bills

- Clarify what is included in your rent – some utility bills may be included.
- If possible ask the previous tenants the rough cost of gas and electricity.
- Take meter readings as soon as you can once the last tenants have left.
- Change your bills to your name with the relevant suppliers from the date you moved in. Decide whether joint names will be put on the bills or if the responsibility will be divided.

## Insurance

- Landlords are responsible for providing buildings insurance however a tenant has responsibility for ensuring they have adequate contents insurance.
- You can shop around to find the right insurance.
- Make sure this covers you over vacations.
- Don't think of doing without insurance – better safe than sorry.

## Council Tax

- Properties where all the occupants are full-time students will be exempt from Council Tax. You should register for Council Tax and claim an exemption. The University advises Dundee, Fife and Perth and Angus councils of the details of full time students. This allows the exemption to be claimed. If you live in another area you may need to get proof of your student status.
- You may be asked for a certificate giving evidence that you are a student. This is available after you have registered on your course through eVision.
- If one or more of the occupants of your house is not a student the house becomes taxable so you should clarify whether you will need to pay anything towards the cost.
- If you are unsure about your status for Council Tax you should seek advice from DUSA or DCC as soon as possible.

## TV Licence

- Students are covered by the same licensing requirements as the general population.
- If you have a joint tenancy one licence will be enough for one house.
- If you have separate agreements with your landlord you will need separate licences.
- You need a licence to watch or record any live TV on any channel no matter what device you use. This includes BBC Iplayer.
- You don't need a licence to watch films or TV you buy on line or if you only watch on demand or catch up (other than BBC Iplayer) and never watch live TV on any channel.
- If in doubt you can consult the TV Licencing website.

# Houses in Multiple Occupation (HMO)

Houses in Multiple Occupation (HMOs) are properties which are shared by three or more tenants who are not members of the same family. HMOs are very common for students who are flat sharing.

## Do I live in an HMO?

- If you live in a property with two or more unrelated flatmates this would be an HMO.
- If you share accommodation with the homeowner and one unrelated person this would not be an HMO.
- If you live with the owner and two other unrelated lodgers you will live in an HMO.

A property which is considered to be an HMO requires the landlord to apply for a licence from the council. Before the council gives a landlord a licence, it will confirm that the landlord is a fit and proper person and that the property is being managed correctly.

The Scottish Government has produced guidance that HMO properties should meet various standards before an HMO licence is granted. These include:

- The rooms should be a decent size and every bedroom should be able to accommodate basic furniture such as a bed, wardrobe and chest of drawers.
- The property should be secure with good locks on the doors and windows.
- Heating, lighting and ventilation must all be adequate.
- All gas and electrical appliances must be safe.
- Adequate fire safety measures must be installed – your landlord must provide smoke alarms and self-closing fire doors and make sure there is an emergency escape route.
- There must be enough kitchen and bathroom facilities for the number of people living in the property with adequate hot and cold water supplies.

If you believe that you live in an HMO but your landlord has not applied for a licence or is not maintaining HMO standards you can firstly approach your landlord with your concerns. If you are not satisfied with their response you can contact your local council for assistance. The Council should investigate your complaint and use enforcement powers to ensure the landlord is adhering to the standards. In some cases the landlord may have the HMO suspended or revoked. Although revocation of the HMO is a discretionary ground for eviction you cannot be evicted without an order from the tribunal.

**If you need any assistance please contact DUSA Housing for advice.**

# Safety Issues

## Electricity

Private landlords are obliged by law to ensure that their properties are electrically safe. This includes the installations in the property for the supply of electricity, electrical fixtures and fittings, and any appliances provided by the landlord under the tenancy.

Landlords are required to ensure that regular safety inspections are carried out by a competent person and follow the guidance issued by the Scottish Government and must be able to show that these are in a reasonable state of repair and in proper working order. They should carry out a Portable Appliance Test (PAT) on any portable appliances that the landlord provides. They should also instruct an Electrical Installation Condition Report (EICR) on the safety of the electrical installations, fixtures and fittings. This should be carried out by a registered electrician every five years.

## Fire

The Repairing Standard requires that tenancies be fitted with adequate fire detectors.

Furniture supplied by your landlord should be fire resistant. You can check for fire safety labels on the furniture. If there is no label you can ask your landlord to replace it.

## Gas

Landlords have responsibilities for gas safety. By law your landlord must keep all gas appliances supplied for you use in good condition. They must arrange for a Gas Safe registered engineer to carry out a gas safety check on them every twelve months. They must issue you with a copy of the current gas safety record. Paying for safety checks is usually a landlord or letting agent's responsibility. As a tenant you have a responsibility not to use any appliance which you know to be faulty or unsafe. You should report any faults to your landlord or letting agent immediately.

**Please see the back cover of this document.**

# Hints & Tips

- Ask for a copy of the landlord's Gas Safety record before you move in.
- Cooperate with your landlord and let a registered engineer in when electric/gas safety checks or servicing has to be done.
- Do check the id of any engineer that comes to do work in your home.
- If the issue is gas related, the engineer must be Gas Safe registered.

## Carbon Monoxide Poisoning

Badly fitted and poorly serviced appliances can cause gas leaks, fires, explosions and carbon monoxide poisoning. There should be a Carbon Monoxide detector in any room with a carbon fueled appliance such as a boiler. This is your landlord or letting agent's responsibility.

Carbon monoxide is a poisonous gas that can kill quickly with no warning. Even if a property has a safety certificate problems can still occur. Carbon monoxide is difficult to detect because it is colourless, odourless and tasteless. The six main signs and symptoms of carbon monoxide poisoning are headaches, dizziness, nausea, breathlessness, collapse and loss of consciousness. Don't mistake this for symptoms of a hangover.

Danger signs of carbon monoxide include sooting or staining marks on or around the appliance, a yellow or orange lazy flame (not crisp and blue) or condensation in the room where the appliance is installed.

For more information or to find and check an engineer go to [www.GasSafeRegister.co.uk](http://www.GasSafeRegister.co.uk) or call **0800 408 5500**.

If you think a gas appliance is faulty turn it off and let your landlord know immediately.

If you smell gas or think there might be a gas leak, turn off the gas at the meter, extinguish naked flames, open windows and leave the area.  
Seek medical advice if you feel unwell.

Call the National Gas Helpline **0800 111 999**. This is open 24 hours a day, 7 days a week.

# Useful Websites

## **Useful Websites**

### **Landlord Registration**

[www.landlordregistrationscotland.gov.uk](http://www.landlordregistrationscotland.gov.uk)

### **Renting Scotland**

[www.Rentingscotland.org/tenants-guide](http://www.Rentingscotland.org/tenants-guide)

### **Citizens Advice Guide**

[www.adviceguide.org.uk/scotland](http://www.adviceguide.org.uk/scotland)

### **Dundee City Council – Council Tax**

[www.dundee.gov.uk/counciltax](http://www.dundee.gov.uk/counciltax)

### **Dundee City Council – Private Sector Services**

<https://www.dundee.gov.uk/service-area/neighbourhood-services/community-safety-and-protection/private-sector-services>

### **Gas Safe Register**

[www.GasSafeRegister.co.uk](http://www.GasSafeRegister.co.uk)

### **Shelter Scotland**

[https://scotland.shelter.org.uk/get\\_advice](https://scotland.shelter.org.uk/get_advice)

[https://scotland.shelter.org.uk/get\\_advice/guides/students](https://scotland.shelter.org.uk/get_advice/guides/students)

### **Dundee University Students Association**

[www.dusa.co.uk](http://www.dusa.co.uk)

### **Marks out of Tenancy**

[www.marksoutoftenancy.com](http://www.marksoutoftenancy.com)

### **Dundee Student Homes**

[www.dundeestudenthomes.co.uk](http://www.dundeestudenthomes.co.uk)

## **Contact/Further Information**

We hope this information has been useful. Please do not hesitate to contact DUSA if you have questions about any of the issues raised.

[\*\*housing@dusa.co.uk\*\*](mailto:housing@dusa.co.uk)



DUSA Housing advice can be found at  
[www.dusa.co.uk/housing](http://www.dusa.co.uk/housing) or by emailing [housing@dusa.co.uk](mailto:housing@dusa.co.uk)

For advice on any other issue you face as a student,  
please visit [www.dusa.co.uk/advice](http://www.dusa.co.uk/advice) or email [advice@dusa.co.uk](mailto:advice@dusa.co.uk)



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