

Your tenancy contract

Before you sign anything, it is important you read and make sure you understand the contract that comes with the property.

There are two types of renting agreement with your landlord-

- 1) A tenancy 2) A licence

Your agreement with your landlord can give you extra rights. It cannot take away any rights that the law gives you. These rights depend upon the type of tenancy or licence you have.

The main difference between a tenancy and a licence is that a tenancy usually gives you more protection from eviction.

You do not have a licence or a tenancy just because the landlord says that's what you have. Get advice if you're not sure what type of tenancy you have.

Always ask your landlord for the contract in writing. Verbal agreements can be difficult to enforce if there is a dispute. If a landlord accepts rent from you for living in the property then any verbal agreement you have counts as a legal agreement.

Your written agreement sets out the rights and responsibilities of you and your landlord.

Ask the landlord to explain anything you're not sure of. There are certain rights and obligations for your home regardless of what the agreement says. For example, a landlord's responsibility for repairs.

Check whether your agreement includes information such as:

The name of the tenant(s)

The address of the property (or room) you are renting
The name and address of the landlord and the letting agent if there is one

How much the rent is, when it is due and how it should be paid

Does the rent include any bills, council tax, water rates or other charges

How long the agreement is for

When the landlord can increase your rent
rules on ending your tenancy

Ask for a written inventory of the contents and condition of the property and make sure you agree with it.

Common types of tenancy

Assured Shorthold tenancies (ASTs)

The most common form of tenancy is an AST. Most new tenancies are automatically this type.

A tenancy can be an AST if all of the following apply:

- The property is owned by a private landlord or housing association
- The tenancy started on or after 15 January 1989
- The property is the tenants' main accommodation
- The landlord does not live in the property

A tenancy can't be an AST if:

- It began or was agreed before 15 January 1989
- The rent is more than £100,000 a year
- The rent is less than £250 a year (less than £1,000 in London)
- The landlord is a local council

Excluded tenancies or licences

If you are a lodger living in a home and share rooms with others, like a kitchen or bathroom, you may have one of these. This usually gives you as a lodger less protection from eviction than other types of agreement.

Assured tenancies

Tenancies starting between 15 January 1989 and 27 February 1997 may be assured. Your tenants have increased protection from eviction with this type of agreement.

Regulated tenancies

Tenancies starting before 15 January 1989 may be regulated. Your tenants have increased protection from eviction and can apply for a 'fair rent'.

Further information can be found at:

<https://www.gov.uk/private-renting-tenancy-agreements/tenancy-types>

Financial impact of renting

When looking at renting a property you must first assess your financial circumstances.

Rent is the main outgoing- you may be eligible for help with your rent costs through housing benefit. More information can be found at:

<https://www.basingstoke.gov.uk/benefitadvice>

In addition to this are various other costs that you should take into consideration:

- **Deposit:** You will normally need to pay a deposit upfront.

- **Admin fees:** if you are private renting some letting agents may charge an administration fee. Please ensure to check this and the cost to you before signing the agreement.

- **Households bills:** You will need to set up accounts for the various bills including electric, gas, water, TV licence and any other household costs.

- **Council tax:** Most people who rent or own their home have to pay council tax. You may be eligible for a reduction if you live alone, are a pensioner or on a low income. More information can be found at:

<http://www.basingstoke.gov.uk/counciltax>

Budgeting, benefit and housing advice can be obtained from:

First point- Basingstoke

<http://theyoustrust.org.uk/service/homelessness/>

or you can use the Shelter budgeting tool:

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



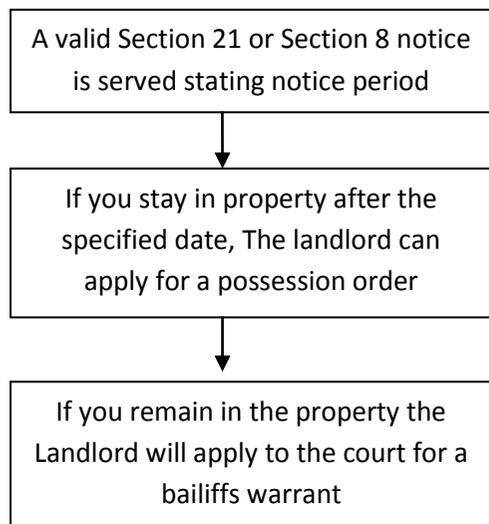
The eviction process

There are two main eviction notices-

- Section 21
- Section 8

Tenants who have an assured shorthold tenancy (AST) can be evicted using either:

- Section 21 notice - if the property is wanted back after the fixed term ends
- Section 8 notice - if the tenants have broken the terms of the tenancy



Section 21 notice of seeking possession:

A Section 21 notice can be served if the tenants have either:

- a written agreement with a fixed term that's ended
- an oral or written 'periodic' agreement (for example, month-by-month) with no fixed end date

If the tenancy started after April 2007, you can only use a Section 21 notice if you put the tenants' deposit in a deposit protection scheme.

A Section 21 notice must give the tenants at least 2 months' notice to leave the property.

Section 8 notice of seeking possession

The notice period can be between 2 weeks' and 2 months' notice depending on which terms of the tenancy they've broken.

Possession Order:

Your landlord has to apply to the court for a possession order if you don't leave by the date set out in the notice.

The court decides if you should be evicted. A court won't order you to leave if the notice isn't valid.

For Section 21, there isn't always a hearing. The court can use the accelerated possession procedure to make a decision without a hearing. This speeds up the eviction process when tenants don't send a defence form to the court

If the court decides you should leave, your landlord can apply to the court for bailiffs to evict you. It's against the law for your landlord to try to evict you themselves or harass you.

Bailiffs Warrant:

You will be issued a letter detailing the date and time the bailiffs will attend the property. Bailiffs usually come between 9am and 5pm. Ask to see their identification, for example a badge, ID card or enforcement agent certificate. Bailiffs must have this with them.

They will ask you to leave if you are still at home. Give them your keys and go. Bailiffs may wait a short time while you move out, for example because you have children or are disabled, but they don't have to.

Housing association tenants:

If you rent your property from a housing association you can ask a court to make changes to a possession order or a suspended possession order if your landlord applied to the court using a discretionary ground.

A discretionary ground means that the court had to decide that the ground to evict you was proved by the landlord. For example you owed rent, and it was reasonable to evict you.

Rent arrears is often a discretionary ground. You could apply to the court to:

- have the possession order set aside (cancelled)
- suspend or postpone the date for possession
- vary the terms of the order
- change an outright possession order to a suspended possession order

You can apply to the court using the N244 form

http://hmctsformfinder.justice.gov.uk/HMCTS/GetForm.do?court_forms_id=484

Use this form to apply for financial help with a court or tribunal fee: you may not have to pay a fee, or you may get some money off. <https://www.gov.uk/government/publications/apply-for-help-with-court-and-tribunal-fees#details>

Further information regarding evictions can be found at:

www.shelter.org.uk

<https://www.gov.uk/private-renting-evictions/rules-your-landlord-must-follow>