

# Living Out Guide 2002

Compiled and edited by  
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As someone who is in the process of trying to sort out living out for myself, I'm probably not the most experienced person to write this guide, so I haven't. This guide is an amalgamation of material from CUSU, the NUS, previous Downing JCRs and current fourth year students who are living out. I don't know how effective it is, but it's the best information I can find, so give it a read and good luck.

NOTE: Although I have made every effort to ensure that the advice and information in this document is correct and true, I cannot guarantee it. If you find yourself in legal trouble please get professional legal advice!

If you have any comments on the material in this guide, any ideas or any questions, please do not hesitate to contact me via e-mail: [jef29@cam.ac.uk](mailto:jef29@cam.ac.uk).

## Finding Accommodation

Moving into privately rented accommodation is typically the largest single financial commitment that a student makes whilst on their course, with monthly rent, deposits, and bills for utilities eating a frightening chunk out of your funds. No one, however, will have to leave college on the grounds of financial hardship. There are always funds to help you — *talk to your Tutor or the Tutorial Office*. Despite the financial burden, there are advantages to living out:

- § It gives you more independence.
- § You don't have to take your stuff home over holidays.
- § You learn to manage your money and cope with 'grown-up' responsibilities! A taste of the 'real world'!
- § You learn to be diplomatic and tolerant.
- § Freedom of having your own house — good fun, no rules about music, parties etc.
- § Experience other parts of Cambridge
- § Good facilities, especially kitchens with more than a couple of hot plates
- § College can be a stressful, claustrophobic environment — having a house gives you the freedom to get away

This guide is designed to make the whole process easier, and draw your attention to a few potholes to prevent you from getting shafted. Starting with how to get somewhere, types of contract and their problems, the guide takes you through moving in and your actual occupation of a property, followed by moving out and getting your deposit back at the end.

## House Hunting

The following is a summary of the process that you will have to go through to acquire accommodation:

- § Start thinking about whom you are going to live with. If a group of you is already organised, great. If not, you need to get in contact with other people who have not yet decided.
- § The ideal number of people is FOUR. Accommodation for two/three people is likely to be more expensive, while houses for five/six are harder to find, though it is possible.
- § Get in contact with those living out now. You can get an idea of what the houses tend to be like, talk to Downing people for advice, and maybe take over a current lease from people this year.
- § Get an A to Z of Cambridge.
- § Start looking for places as a group (see 'Where to Look' section). Take turns in visiting/phoning estate agents daily and keep everybody up to date.
- § Visit as many properties as possible and get an idea of what you're looking for.
- § Get a shortlist and revisit these, checking them even more thoroughly than before. Speak to current residents out of earshot of the agent — phone them one evening to find out about faults, bills and what the landlord is really like.
- § If you find something you like, you can sign up on *first refusal* (you are prioritised as the 'most interested person' but the property will not be kept for you until you pay a reservation fee).

- § Negotiate rents and contracts with the agency or landlord, *getting everything in writing* and making sure that you understand everything.
- § Sign the contract with your co-tenants and landlord.

### ***Timing***

You don't need to get your house tomorrow! Most people start looking for houses at the end of Lent term and the start of Easter term. Get your act together early, **IF POSSIBLE GET IT SORTED OUT OF TERM, AS TERM IS BUSY ENOUGH WITHOUT HAVING TO FIND ACCOMMODATION.** Look for properties as early as possible because:

1. It's nice to get it sorted before exams
2. You're more likely to get what you want
3. You're more likely to get a property closer to college
4. If you leave it too late, you may have to come to Cambridge in the summer to sort it out.

However, you should bear in mind that many properties are not available or advertised until as late as August, so don't jump at the first thing you see. If you want to get it all sorted now, your best bet is taking over the tenancy from Downing students currently living out. However, it is perfectly possible to find a house and make all the arrangements in Easter term. Most agents tell you to come back after Easter — this is usually okay if there are only four of you as it is the most common number of tenants in a house. Some people even choose to wait until their exams are over, though this may mean that you have less choice and consequently a worse deal. You need to be aware that if you sign up for a tenancy now, you may end up paying more rent. Please don't stress about getting things done ASAP. Most estate agents don't release their comprehensive lists of accommodation until April at the earliest and the UAS doesn't have much until then.

### ***Who to look with***

Moving into a property and signing a contract will not only commit the tenant to paying rent for at least six months, it also commits you to seeing the same people day in day out for that period. Of course sharing a house can be fun, with long crazy nights spent talking over a bottle or two of gin, it can also be a fairly relaxed affair, and entail nothing more than a willingness to let someone borrow your milk in return for their last slice of bread. On the other hand if you accidentally move in with the twat you met in your first term who turns out to spend their entire time in the shower, and go through your underwear draw while you're out, you could be in for a very unpleasant six months. Whether you need, or have chosen, to live out, sharing a house with people can obviously be very different from living next door/on their corridor/in the same college. Issues of lifestyle, routine, reliability, cleanliness and temperament are all worth bearing in mind when working out who you want to share space with for a year or more. You may or may not want to live with people of the same sex/religion/college/diet, with your best friend/boyfriend/girlfriend, or with another couple. If you are unsure about how well you'll get on with the people you're going to live with, it might be a good idea to try to negotiate individual contracts with your landlord. Remember, though, that even if you can move out, it probably won't be so easy to find somewhere else to live or someone else to take your place in the house halfway through the year. It's much better to think about compatibility before you start, than to be desperate to get out after the first month.

### ***Where to look***

The University Accommodation Service (UAS) at 18 Silver Street can help you find a suitable place to live that is within your budget. You need to register with them as soon as possible. Further information on properties can be obtained from any of the property agencies in Cambridge (Please see following page for contact details).

The UAS has a website where you can register for help with finding accommodation:

[www.admin.cam.ac.uk/accommodation\\_service](http://www.admin.cam.ac.uk/accommodation_service)

They can also be contacted by telephone or e-mail

tel 01223 353518

email [acommodation\\_service@admin.cam.ac.uk](mailto:acommodation_service@admin.cam.ac.uk)

*Note that the Accommodation Service does NOT inspect properties, so it is still necessary to visit prospective properties.*

CAMBRIDGE HOUSING SOCIETY LTD  
31-38, Peter Maitland Court Victoria Rd, Cambridge,  
CB4 3DS  
tel 01223 578609

ANGLIA ACCOMMODATION SERVICES  
Essex House, 71, Regent St, Cambridge, CB2 1AB  
tel 01223 361612

STAG PROPERTY MANAGEMENT LTD  
P.O Box 827, Hardwick, Cambridge, CB3 7RB  
tel 01954 211153

WHEATSHEAF HOUSE  
5, High St, Cottenham, Cambridge, CB4 8SA  
tel 01954 250799

GOOD PROPERTIES LTD  
Barnwell House, Barnwell Drive, Cambridge, CB5  
8UU  
tel 01223 500050

SHAWS COMMERCIAL PROPERTIES  
117 Mill Rd, Cambridge, CB1 2AZ  
tel 01223 568023

SOOTY'S PROPERTIES LTD  
66 High St, Oakington, Cambridge, CB4 5AG  
tel 01223 232703

ADMIRAL RESIDENTIAL PROPERTY MANAGEMENT  
31a, Clifton Rd, Cambridge, CB1 7EB  
tel 01223 413900

CAMFLATS PROPERTY MANAGEMENT LTD  
Elmhurst, 22a, Brooklands Avenue, Cambridge, CB2  
2DQ  
tel 01223 350800  
email [info@camflats.co.uk](mailto:info@camflats.co.uk)  
web [www.camflats.co.uk](http://www.camflats.co.uk)

REES & ASSOCIATES PROPERTY MANAGEMENT  
1st floor 25, Hills Rd, Cambridge, CB2 1NW  
tel 01223 575114

SAFE PROPERTY LETTINGS  
Centenary Works, Button End, Harston, Cambridge,  
CB2 5NX  
tel 01223 874403

MILLBOURNE PROPERTY MANAGEMENT  
102a, Mill Rd, Cambridge, CB1 2BD  
tel 01223 505266

ST. ANDREWS BUREAU LTD  
20, St. Andrews St, Cambridge, CB2 3AX  
tel 01223 352170

TUCKER PROPERTY MANAGEMENT  
39, Woollards Lane, Great Shelford, Cambridge, CB2  
5LZ  
tel 01223 576826

EUROLET PROPERTY MANAGEMENT  
69a, Regent St, Cambridge, CB2 1AB  
tel 01223 462007  
fax 01223 462006  
email [cambridge@eurolet.co.uk](mailto:cambridge@eurolet.co.uk)  
web [www.eurolet.co.uk](http://www.eurolet.co.uk)

PREMIER LETTINGS PROPERTY MANAGEMENT  
42, School Lane, Fulbourn, Cambridge, CB1 5BH  
tel 01223 882032  
fax 01223 881384  
email [sshoesmith@aol.com](mailto:sshoesmith@aol.com)  
web [www.premier-lettings.co.uk](http://www.premier-lettings.co.uk)

INTER-LET  
102, High St, Girton, Cambridge, CB3 0QL  
tel 01223 276761  
web [www.inter-let.co.uk](http://www.inter-let.co.uk)

CAMBRIDGE PROPERTIES  
P.O. Box 912 Cottenham, Cambridge CB4 8GP  
tel 250198  
fax 250198  
email [paul@cambridge-properties.co.uk](mailto:paul@cambridge-properties.co.uk)  
web [www.cambridge-properties.co.uk](http://www.cambridge-properties.co.uk)

R.T.M PROPERTY MANAGEMENT LTD  
49, Glisson Rd, Cambridge, CB1 2HG  
tel 01223 300029

ANGLIA PROPERTY SERVICES LTD  
Anglia House, 103 Cherry Hinton Rd, Cambridge, CB1  
4BS  
tel 01223 412000  
fax 01223 563779  
email [mail@angliagroup.co.uk](mailto:mail@angliagroup.co.uk)  
web [www.angliagroup.co.uk](http://www.angliagroup.co.uk)

HOUSTON CREST (STUDENTS) PROPERTIES LTD  
193-195 East Road, Cambridge, CB1 1BG  
tel 01223 574738  
fax 01223 507029  
email [centre-point@houston-crest.co.uk](mailto:centre-point@houston-crest.co.uk)  
web [www.houston-crest.co.uk](http://www.houston-crest.co.uk)

CROFTON PROPERTY MANAGEMENT LTD  
98a Mill Road, Cambridge, CB1 2BD  
tel 01223 301355  
fax 01223 301345  
email [crofton@cpmltd.com](mailto:crofton@cpmltd.com)  
web [www.cpmltd.com](http://www.cpmltd.com)

Also, have a look at the Cambridge Property News and their website:

[www.cambridge-news.co.uk/property](http://www.cambridge-news.co.uk/property)

Or the Adhoc web-site:

[www.adhoc.co.uk/cambridge/property](http://www.adhoc.co.uk/cambridge/property)

Or the Cambridge Accommodation Noticeboard:

[www.brettward.co.uk/canb/](http://www.brettward.co.uk/canb/)

Or Cambridge Rentals:

[www.cambridge-rentals.co.uk](http://www.cambridge-rentals.co.uk)

Or East Homes:

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

Or Cambridge Lettings (good links to property agents):

[www.cambridge-lettings.co.uk](http://www.cambridge-lettings.co.uk)

It's also worth keeping an eye out for adverts for rooms or houses to rent. Try noticeboards in colleges, the University Centre and the Graduate Union, as well as in shop windows.

Accommodation agencies own the majority of private accommodation in Cambridge. When dealing with agencies, always try and talk to the same person as administrative mistakes have been made in the past. They will ask for a collection of references, including a bank reference (which will cost money) and/or a parents guarantee. They will also ask for a deposit (often quite large) up front. Policies on these vary from agency to agency — some offer a much better deal than others, so shop around. It is important to know that these agencies cannot charge for simply giving you a list of available accommodation or circulating your name to landlords. Always get a receipt for any payments that you make and if you think that you might have been charged illegally then seek professional help. The reasons for and against using agencies are displayed below:

*Pros:*

- § They can usually find you a place quickly and often at a reasonable price.
- § Less likely to get involved in annoying or petty harassment than a landlord.

*Cons:*

- § Initial costs are much higher than finding your own accommodation.
- § Their business is making money and they are good at it — a large proportion of your rent will go to them, and they know the law very well indeed.

### ***Viewing a property***

Once you've found places to look at, be sensible when being shown around. If you're working through an agency, ensure that one of the agents goes with you to view the property so that you can ask questions as you go along. Make sure you view the property in daylight, while possibly going back to see what the house or area is like at night, and look at external security for the building. One of the most useful processes in looking for somewhere to live can be talking to current tenants about their experiences in the property. Feel free to ask them about the place itself - furnishings, security, bills, neighbourhood, and any specific problems they might have had - as well as details of the arrangements and relationship with the agency or landlord (NB: it is probably best to do this when the landlord or agent is not in earshot — try phoning the occupants one evening). Also talk through practicalities such as lease dates, deposits and storage, depending on the time between their moving out and your moving in. Whether it's talking to tenants, a landlord or someone from an agency, it's better to clarify things before you commit to living somewhere than find yourself unable to negotiate after a contract's been signed.

### ***What to look for***

- § OUTSIDE — Check the roof for signs of loose slates, blocked or leaking gutters and leaning chimneys. Check the downpipes and drains for leaks and blockages. Is the brickwork sound and is outside woodwork adequately painted?
- § GARDEN — If there is a garden, and if so, who is responsible for maintaining it? If you are, where does the landlord store the tools?
- § INSIDE — Check the property for damp. There are several telltale signs such as peeling wallpaper, flaky paint or a musty smell, but often the landlord will have disguised these symptoms. Talk to the existing occupiers, and look behind furniture to see if damp patches have been covered up. Look under windowsills and in corners of rooms. If you are viewing a house in spring or summer it will probably be in much better condition than in winter.
- § GAS — It is vitally important that gas fires and appliances are safe. Ask if there has been a check by a qualified inspector within the last 12 months on all the gas appliances (this is a legal requirement on the landlord). Check that fires and cookers work.
- § ELECTRICS — Are there enough power points in the house? Signs of faulty electrics include sparks coming from switches, frayed insulation and plugs that heat up. Make sure the landlord knows of any appliances that are in a bad condition so that you don't end up paying for their repair.
- § HEATING — Gas central heating is warmer than having fires in each room and can be programmed to start and stop automatically, as well as heating the water. It is, however, more expensive.
- § PLUMBING — Is there both hot and cold running water? Does the toilet flush? Do any fittings look as though an amateur has installed them? Ensure that everything works and that the sinks aren't about to fall off the wall.
- § FURNISHINGS AND FIXTURES — Is the house properly furnished? Is there enough furniture for the number of tenants? Is the furniture flame-retardant? Is anything broken or damaged? Pay particular attention to the kitchen; is there enough room to store and prepare food adequately? How much cooking equipment is provided? Are there washing machines and tumble dryers? Does the cooker work?
- § VERMIN — Check for signs of vermin such as mouse droppings in the kitchen, woodlice under the sink and slug trails on work surfaces and the floor.
- § SECURITY — Find out whom has got keys to the property. Have the locks been changed recently or have the old tenants still got keys? If so try to get the landlord to change the locks. Check that windows can be shut properly and locked.

### ***Fitness for Human Habitation***

At the very least, your new home should be 'fit' for human habitation. It will be fit unless it fails to meet one or more of a number of requirements and in consequence, it is not reasonable for anyone to live in it. The requirements currently are that:

- § the structure, i.e. the walls, floors, ceilings and roof, is stable;
- § it does not suffer from serious disrepair;
- § it is not so damp that it affects the health of the occupants;
- § it has adequate natural and artificial lighting, heating and ventilation;
- § it has an adequate supply of water suitable to drink;
- § there are satisfactory facilities for preparing and cooking food, including a sink with a supply of hot and cold water;
- § it has a suitably-located toilet;
- § it has a suitably-located bath or shower and wash basin, each provided with a satisfactory supply of hot and cold water;
- § and it has an effective system for draining foul, waste and rain water.

If a house is judged by the council to be unfit, it can order the landlord to make it fit within a reasonable time and, if they do not, it can do the necessary works itself. Where conditions are very poor, the council can make an Order closing the house or order its demolition. Any tenants will normally be rehoused.

### ***Substantial Disrepair and Other Matters Affecting Comfort***

Though it may be fit, your house should not be in substantial disrepair either. This could be due to a single major item of disrepair, or a lot of smaller items. If your house is in substantial disrepair, or if something else about its condition affects your comfort in some significant way, the council can require your landlord to repair it. Examples of this might be a defective heating boiler, or broken sashcords.

*Make sure that what you see is what you get. If you are looking around a property, find out what belongs to the landlord and what belongs to the existing tenants.*

### ***Types of Accommodation***

A variety of types of accommodation exist. Each carries with it different levels of protection for the tenant and landlord. The most common types are as follows:

- *Shared house* - a house leased by a group of students collectively. Tenants usually share a single tenancy agreement, and with it responsibility for the house, utility bills, cooking, cleaning etc. This is the most common form of leasing amongst students, since it enables you to live with friends in a convivial atmosphere.
- *House in Multiple Occupation (HMO)* - students living in HMOs will each have an individual tenancy, and there will be locks on the door of each room. Tenants typically share kitchen and bathroom facilities. This arrangement gives the tenant greater legal entitlement to natural lighting, washing and heating than in a shared house.
- *Resident Landlords* - agreements between tenants and resident landlords vary (see below). Some landlords will provide additional services such as meals or laundry, while rents may include utility bills. However, for many students, particularly undergraduates, resident landlords can be a nightmare, imposing massive restrictions, ruling out parties and making you feel more like a lodger than a tenant. It may also cause friction if boyfriends/girlfriends might be staying the night frequently, and many a tenancy agreement has turned sour because the resident landlord/lady feels they have two tenants rather than one. Areas like this are particularly worth checking out if you are gay and want to avoid living with a bigoted landlord.

### ***Extra Regulations for HMOs***

Because of the additional demands and risks which sharing accommodation can give rise to (particularly sharing with strangers, or if the house was not designed for sharing), HMOs are subject to a number of additional controls. These are:

#### *The management regulations*

All houses in multiple occupation are subject to a set of regulations to ensure the repair, maintenance, cleanliness and good order of:

- § all means of water supply and drainage,
- § all means of escape from fire and other fire precautions,
- § shared kitchens, bathrooms and WC's,
- § staircases, corridors and passages
- § and shared yards and gardens.

Making satisfactory arrangements for the disposal of rubbish and keeping fire escapes clear of obstructions are covered too. Under the regulations, the manager's name and address should be displayed in the house. If your house is not properly managed, the council can prosecute. Though this is primarily aimed at property managers, they place some obligations on occupiers too and, for example, wedging open a fire door could bring you a fine! Do not do it! As well as taking landlords to court, local authorities can order them to bring their houses up to the standard of management required by the regulations.

#### *Registration Schemes*

Where in any area particular categories of HMO are thought to require special attention, local authorities can introduce what is called a registration scheme in all or just part of their areas whereby HMOs falling within those categories must be identified to the authority. Under recent changes in legislation, conditions, typically to do with their state of repair, means of escape etc., are able to be set on their continuing use. Registration will have to be applied for again after five years and houses which slip below the conditions set stand to lose their registration. In that case they will have to cease to be used as HMOs. Registration schemes are intended to help improve the standard of this sort of accommodation; otherwise, they have no direct effect on the occupiers of a house but it will also be possible for local authorities to revoke a house's registration for the

reason merely that its existence or the behaviour of its residents adversely affects the 'amenity or character' of the neighbourhood.

### *Fire safety*

This is important, particularly where a number of people share the same house - if it has a number of kitchens there is an increased risk of fire and of injury - or worse - resulting from that. The size of the risk will depend on several factors and hence, the precautions, which it is reasonable to expect to be taken, will vary too. Typically, in a small, two storey HMO, all that may be required is to isolate the staircase - the 'means of escape' - by separating it from the habitable rooms, including kitchens, where a fire is most likely to start. This is done by fitting fire doors to the relevant rooms which both resist flame and (since they are self-closing and well fitting) stop smoke from blocking the main way out. Fitting fire detectors in the kitchen(s) and stairwell is a sensible step too. If your house has a detector, you should test it from time-to-time to ensure it works. In larger houses, greater protection measures are usually taken with a number of fire detectors linked to a fire alarm and sometimes, extinguishers and a secondary means of escape too. Never interfere with extinguishers or detectors - it is an offence and could cost a life! Local authorities have a duty to ensure adequate means of escape in case of fire in certain larger HMOs; that duty is gradually being extended to smaller ones too but, with about 300,000 throughout the country, reaching all of them will take a long time. If your house looks as though it should have better fire safety than it does, the sooner that is brought to the attention of the local council, the sooner they can do something about it, either by improving things or to put your mind at rest.

### *Furniture*

When you move into a property you should ask for a written inventory showing what furniture is provided and what condition it is in. This may be helpful if a dispute arises at the end of a tenancy. All upholstered furniture, whether new or second-hand, which is supplied in the course of letting accommodation to a new tenant must comply with fire safety standards. This means that both coverings and fillings should pass ignition resistance tests. Telling whether or not an armchair, for example, meets the relevant standard is not easy, but, if you are in any doubt, check any labels and be suspicious of obviously old items. For further advice, contact the Trading Standards department of the Council. A free leaflet on this is published by the Department of Trade and Industry (telephone: (020 7215 5000).

### *Provision of amenities*

By amenities, we mean the various facilities within a house such as wash basins, WC's, sinks, cookers and so on. Pending the production of a national Code of Guidance (expected from the government in the next year or so), local authorities have all developed their own standards, more or less alike, to determine in a typical case the minimum level of provision, for example the maximum number of residents who should share particular facilities, their locations (usually not more than one floor away from any letting), and in some cases their size, for example of a food store. These local standards can be enforced by local authorities requiring landlords to install additional amenities or, where that is not practicable, by reducing the number of occupants of the house (see below). Phone the local council Environmental Health department for a copy of the standards in your area - let them know if your house falls short of it and you want something done about that. Under the Housing Act 1996, landlords come under a 'Duty of Care' to their residents in respect of amenities and fire safety. This will mean that where they fail to provide adequate means of escape in case of fire or there are insufficient amenities, they may be committing an offence for which they can be prosecuted.

## Tenancy Agreements

The rights and responsibilities of the tenant and landlord of a property are determined by the tenancy agreement between the two parties. This contract (almost always written) will set the amount of rent payable, minimum length of occupancy, notice required from either party to quit the property and so on (see the pages on Contracts). It is therefore vitally important that you are aware of the obligations that you enter into before signing. The following are the most common types of tenancy agreement. Make it clear that you want an 11 month not 12 month tenancy — cheaper!

## ***Assured Shorthold Tenancies***

These are now the default form of tenancy agreement, and consequently the most common form of tenancy agreement used in the private rented sector. Despite the name, the term need not be 'short', but may be any length of time at all. This type of agreement ensures the right of the tenant to reside for the term of the agreement, after which the landlord may take back possession of the property. The tenant can, in any case, stay in the property for at least six months, during which time the landlord cannot take back possession unless there are specific reasons for doing so. Following the expiry of the original term, the landlord may offer the tenant another similar agreement, at which point the rent may be changed. Alternatively, the tenancy may lapse to become a periodic agreement (see below).

An assured shorthold agreement will have the rent written into the contract and fixed for the duration of the term (unless otherwise stipulated by the contract). If, on expiry of the initial Assured Shorthold Tenancy, the landlord offers a similar tenancy and wishes to raise the rent, s/he can serve the tenants with a two months' notice to quit if they do not agree. If the Assured Shorthold Tenancy becomes a Periodic Assured Shorthold Tenancy, then the landlord can only increase the rent if there was a rent review clause in the initial agreement.

Within the first six months of the Shorthold only, if the tenant feels that the rent is unreasonably high, s/he can make an application to the Rent Assessment Committee. This cannot be done during subsequent terms, unless the landlord serves a notice of increase. The Rent Assessment Committee will determine a market rent for the property, which the landlord cannot go above. This rent will be based on the rent charged for similar properties with similar tenancies in the locality, and could result in the rent being increased rather than decreased. However, an application may well force the landlord to make improvements to the house. If you are thinking of making an application to the Rent Assessment Committee, or want advice on respectable rent levels, discuss it first with the Housing Aid Centre or the Citizen's Advice Bureau (see the Directory at the back).

In signing an Assured Shorthold Tenancy you commit to paying rent for the duration of the term, and whilst it may be possible to find a replacement tenant with the landlord's consent, they are under no obligation to give it. Make an effort to talk to previous tenants to find out about the area, local noise levels etc. to avoid any potentially nasty surprises. In addition, if the tenancy is joint (such as in a shared house), the occupants will continue to be liable for the full rent if one or more of the group leaves.

A number of circumstances prohibit the use of Assured Shorthold Tenancies. These include the landlord being resident, or the property being let to a student by a university or college.

## ***(Fixed Term) Assured Tenancies***

If your agreement is not Shorthold, then it is most likely an Assured Tenancy, although to be so it must be clearly stated what it is, and that it is not an Assured Shorthold. Assured tenancies are similar to Shorthold agreements, differing primarily in the rights of the tenant to remain in residence. The tenant has greater long-term security of tenure under this type of agreement, as the landlord is only able to evict if reasonable grounds can be proven in a court of law. Assured tenancies will either have a fixed term (of any length) or may be periodic (running indefinitely on a periodic basis). As with a Shorthold tenancy, the landlord and tenant are free to agree a rent. However, under these agreements the tenant has no right to appeal for an independently assessed market rent.

## ***Excluded Lettings***

If the landlord lives in the property and shares the facilities (kitchen, bathroom) with the tenant then this tenancy is excluded from the protection given to other types of tenancy agreement, and the tenant has no security of tenure. The landlord need only give 'reasonable' notice, usually determined by reference to how frequently rent is paid. So if rent is paid weekly, typically only 7 days notice need be given. The landlord does not need a court order to evict (in practice, most resident landlords wishing to evict tenants can easily obtain a court order to repossess on the basis of existing laws dealing with squatters). Rent levels are set by agreement with no right to external arbitration.

There are a wide variety of tenancies available in Cambridge. Different agencies use different standard contracts, the terms and conditions of which may vary from what is described in these pages. Students are advised not to enter into tenancies with no written formal agreement. (Landlords are not legally obliged to provide a written statement of terms for a tenancy unless the tenant requests one in writing, in which case they have 28 days to provide one). The following pages on contracts detail some of the things to look out for. Make sure that you are clear as to the rights and obligations that both you and your landlord are entering into before signing anything. If in doubt seek advice from one of the agencies listed in the back of this book.

It is vitally important that you are aware of the obligations before signing!

### ***Ways to spot a dodgy landlord***

1. They try to pressurise you into signing an agreement without letting you take it away.
2. They won't put their promises in writing.
3. They try to stop you talking to the current tenants.

## **Contracts**

The contract relating to a tenancy agreement is legally binding, and therefore not something to be entered into lightly. It is advisable to take time to check the small print in order to be completely confident of the commitment you are making. Under English law what is not written is "silent" and cannot be assumed to be fact. Therefore if you think there is something missing from the agreement, or if you are not sure whether you are covered in a certain way, ask for clarification from the agent or landlord before you sign. It is quite reasonable to ask for 24 hours to check and read over the contract, giving time to ask for advice if necessary. (Mr Virgo has given a lot of help in this area in the past, but is currently (Lent and Easter 2002) on sabbatical. Your Tutor and the Senior-Tutor should be able to help in this area in his absence.) The following might be useful criteria when checking.

### ***Rent***

Rent is the money paid to your landlord (perhaps via an agency), in return for the right to occupy a property. It can be paid weekly, fortnightly or monthly, as agreed between the landlord and tenant(s). If rent is paid weekly, you are entitled to a rent book, which should include the name and address of the landlord or agent. Standing orders are a good and reliable means of ensuring that rent is paid punctually, and also provides proof of this transaction.

The following is from the University Accommodation Service:

*Please note that these rents are for guidance purposes only, and costs could well be higher than the stated figures. In addition to rent, tenants have to pay for gas, electricity, telephone and water. An allowance in the region of £150-£200 per month should be made for the utilities, in addition to budgeting for rental costs. Current monthly rents in Cambridge are as follows:*

<b>Studios and flatlets</b>	<b>1 bedroom flats</b>	<b>2 bedrooms flats/houses</b>	<b>3 or 4 bedroom houses</b>
£350-£550	£500-£700	£600-£900	£750-£1500

Although you can try negotiating with the landlord or agency, market rents are what they are and it is unlikely that you'll be able to change the overall rent on the property by very much. It is worth discussing the cost of any additional services such as cleaning or gardening.

### ***Responsibilities***

This area is more open to negotiation. Establish who is responsible for maintaining various parts of the property, such as decorating, minor repairs, mowing the lawn, paying water rates, paying any service or cleaning charges (e.g. window cleaning). Although most of these responsibilities are formally governed by statute, it is worth establishing them from the beginning, as they may become contentious later in the tenancy. (See the section on 'Rights to Repairs').

## ***Deposits***

It is usual practice for a landlord to ask for a deposit before tenants move into a property, which may vary between one and two months' rent in advance. The purpose of the deposit is to guarantee the landlord against non-payment of rent, or damage to the property or contents. If, at the end of your tenancy, there has been no damage to the property beyond 'fair wear and tear' and no bills remain outstanding, then the deposit should be returned in full. A little known fact is that landlords are under a legal obligation to pay the tenants any interest earned on the deposit during the tenancy. You may wish to enquire when moving in what the landlord will be doing with the deposit. Difficulties in this area are very common; if you experience any, you should seek help from CUSU or the Citizens Advice Bureau.

## ***Completing the agreement***

The usual practice is for the landlord or agency to prepare two duplicate copies of the tenancy agreement for signing; these are referred to as the Original and the Counterpart. All details of the agreement should be completed on both documents in ink, by hand or typewritten (except signatures). All parts of the document should be clear, and unambiguous. If a court is called upon to rule on an agreement, they may resolve ambiguity against the party preparing the agreement, or alternatively conclude that the parties had not resolved the issues at the time of signing, in which case the document may be declared void.

## ***Contract checklist***

- *Landlord* - the name(s) of the landlord(s) should be clearly stated. If the property is jointly owned, all names should appear.
- *Tenants* —enter the full name(s) of the tenant(s). Where there is a joint tenancy, all joint tenants should be listed.
- *Property* —the property being let should be accurately defined in this section of the agreement such that the address or description fully identifies the property and is free from ambiguity.
- *Term* - the term may be any length of time, but will ordinarily be specified. If the fixed term exceeds three years, then the agreement must be drawn up by deed (consult a solicitor for details).
- *Notice to quit/Break clause* - some contracts will include a clause specifying the amount of notice which the landlord and tenants are required to give to vacate the property, and how long into the tenancy this becomes possible for each party. This enables the tenant to leave if they find a cheaper rent or are unhappy with the property. Similarly, the landlord can take back possession, something to consider if you have exams or a write up during the course of the tenancy.
- *Rent* - the agreement should clearly state the amount of rent payable, and the frequency of the payments (the rental period). Generally, the rental period will be monthly although the rent could validly be expressed as a weekly or quarterly amount. If weekly, then a rent book must also be supplied. If the rent exceeds £25,000 per annum, then the tenancy may not be assured shorthold (see above).
- *Maintenance* - establish who is responsible for maintaining various parts of the property, ensuring that there is no ambiguity.

*Signing* - the Original would generally be issued to the tenant and the Counterpart would be either retained by the agent or issued to the landlord. All parties should sign the agreement; thus where there are joint tenants or joint landlords, all parties should sign. Where the landlord has instructed an agent to let the property and draw up the tenancy agreements, the agent may wish to sign the tenancy agreement on behalf of the landlord (especially if the landlord is overseas or otherwise uncontactable). In this situation, the

- agent is advised to check that such instructions or management agreement give the agent express authority to sign the agreement on behalf of the landlord.

*It can be tricky negotiating with agents or landlords — you need to be aware of your rights and stand up for them. Don't settle for anything less than a fair and clear contract. And get EVERYTHING in writing.*

## Moving In

### ***Inventory***

The purpose of the inventory is to accurately record the condition of the property and contents before you move in. This will enable the agency or landlord to assess for any damage to the property when you leave, as the tenant will be liable to compensate the landlord (usually out of the deposit) for anything beyond "reasonable wear and tear". Given that this can be a potentially contentious issue at the end of a tenancy, it is in the interests of the tenant to ensure that any existing damage to the property or missing contents are fully documented. It may even be useful to photograph any particularly damaged furniture/walls (with a date stamp if possible), and make sure the agent/landlord is aware of this. There will often be a time limit by which the inventory has to be returned to the agency or landlord. Ensure that you check the inventory fully, inform the landlord of any discrepancies, and obtain an accurate copy that you are happy with, signed by your landlord, for you to keep. Also, get the landlord to include a note on it of how much deposit has been paid. If a landlord decides to keep a deposit unfairly, the tenants can take the case to the small claims court (or sheriff's court in Scotland). However, it is not a good idea to withhold rent due to the landlord.

### ***Duties of a Tenant***

As a tenant you are responsible for taking good care of the property and for any damage that you, or a guest, cause. You should, for example, turn off the water when you go away if there is any risk of burst pipes, and you should minimise the damage from a water leak by turning the water off at the appropriate mains.

### ***Meters & Utility Deposits***

One of the first things you should do after moving in is to read the gas, electricity and (if appropriate) water meters. Obtain signed recognition of these totals, preferably on the inventory, and check them against the first bill you receive. This ensures that you will not be charged for the previous tenants' usage. In some cases the utilities may ask for a substantial deposit of several hundred pounds before they agree to supply new customers. If the phone bill has not been paid, ask your telephone supplier for a bill to be sent for the period up to the start of your tenancy, and pass it on to your landlord.

### ***Bills***

Between tenants, devise a fair way of dividing up responsibility for collecting and paying bills before they start arriving. Think very carefully before agreeing to have any accounts put into your name, because you may then be liable to pay the full bill regardless of whether or not you can get the money off your co-tenants (this applies irrespective of whether it is a shared house or HMO). Telephone suppliers will bill regularly for line rental and calls made during each rental period and so you will be billed for your usage of the phone as it occurs. However, gas and electricity companies have a policy of sending out two estimated bills every year and two when the meters are read. In shared houses it is not uncommon for these estimates to fall well below actual usage, making it possible that come the end of the year a large amount is owing and not all tenants are in residence. Occasionally, British Gas or the Southern Electricity Board will allow you to only pay your share, but their view is that tenants are jointly liable for the whole bill, and they will have little hesitation in suing if nothing is paid. One way to avoid this is to have each tenant pay a certain amount into a separate household account to cover bills. Landlords will not return deposits until they have received notice that all bills have been cleared. Utilities companies are useful for advice and information etc. Always keep the informed if you think you'll have problems paying a bill.

### ***TV Licence***

If you own or rent a television set for yourself or the household you are legally required to buy a licence. (If the television is part of the furniture provided by the landlord, she or he will be expected, but not required, to provide a licence and, since liability lies with the occupiers, it's worth checking). One licence is enough to

cover all the sets in a shared household, but tenants with individual leases in HMOs or bed-sits each need a licence.

It is important to note that the licence belongs to a named individual, and is no longer valid for a property if that person leaves. Licences are available from Post Offices; should you not buy a licence, any user of the set may be liable for a fine up to £1000. It's worth knowing that if you rent a TV then the rental shop is legally obliged to pass on your details to the Licensing Office - you may then get a visit from a detector van. However, it is also worth knowing that a no-one can enter your house against your permission without a warrant (this goes for the police as well) so should you have found yourself in the unenviable position of answering the door to TV licensing personnel make an excuse as to why they can't come in, and firmly tell them to come back later. It is also not an offence to own a television as long as it is not plugged in or tuned to TV stations, although if you have just given them a dodgy excuse it would be better if they simply didn't find the thing.

### ***Council Tax***

The Council tax is a tax on property, not individuals. The good news is that, if the house is wholly occupied by students, then the property is exempt. This means that you should neither pay money directly to the Council, nor pay a contribution to the landlord. You will frequently need to prove that you are all students, and this can be done by getting a letter for each tenant from your college and taking it down to the Council tax office. To avoid hassle do this as soon as possible.

The issue is muddled when students live with Council Tax payers. In a shared house, if only one inhabitant is eligible for Council Tax, then the household will be required to pay 75% of the Council tax bill. This increases to the full bill if two or more occupiers are eligible. In an HMO, where all occupiers have individual tenancy agreements, the landlord will generally be liable. However, it may be the case that there is a clause in the contract stating that all taxes due on the property are the responsibility of the tenants, in which case you may become liable. Students living with individuals on income support and international students living with their spouses are not liable to pay Council Tax.

### ***Benefit Entitlement***

While the right to claim Housing Benefit has been removed from the majority of students, some groups do retain their entitlement. These include: lone parents, various categories of disabled students, a student couple with dependent child(ren), students in receipt of income support, pensioners, and students solely responsible for a child boarded out with them by a local authority or voluntary organisation. Housing Benefit cannot be backdated, you should therefore enter your claim as soon as possible after the beginning of your tenancy, even if you don't yet have all the documentation being asked for (e.g. grant notification, rent receipts). These can be sent later, and although not having them will delay the assessment of your claim, it will ensure that it will be assessed from the beginning of your occupation of the premises.

### ***Insurance***

Looking at your collection of worldly goods, you probably wouldn't rate it as much more than a pile of junk. But then absence does make the heart grow fonder and when you realise that replacing that rusty old stereo for a new one is going to cost you around £100, you may well be holding on to your possessions a little more tightly. That's why it pays to take out insurance. Your computer may have only cost you £200 a couple of years ago and may only be worth around £50 now, but if it were stolen, you'd be looking at a bill of hundreds of pounds to buy a new one. The threat of burglary is very real, and a particular concern for students. A Home Office report carried out in 1999 concluded that student areas attracted burglars "like bees to a honeypot". Reasons for this include poor security, plenty of desirable goods, and the fact that many student houses are left empty for a large part of the day. In fact, an average student will have about £3,000 of belongings with them at university, so no wonder they prove such a popular target with thieves. As the Home Office report explains: "They [students] tend to arrive at college or university with a supply of the most popular goods taken in burglaries (readily portable, high value electronic equipment) and little local street wisdom. It should be no surprise that students experience high rates of burglary."

And that they do. Apparently, a student is burgled in the British Isles every four minutes. In a recent survey, areas in the UK which had the highest burglary rates with more than 14 burglaries per 1,000 households were West and South Yorkshire, Greater Manchester, Humberside, Cleveland, the West Midlands and

Nottinghamshire. Those at the other end of the scale with five or less burglaries per 1,000 households were Suffolk, North Wales, Dyfed-Powys, Central and Northern Scotland and Dumfries and Galloway. Declining seaside towns and tourists resorts suffering from a loss in trade also tend to have much higher burglary rates.

Last year, the Government began a £50 million initiative aimed at reducing burglary throughout the UK. This included over £1million being spent on a series of schemes in theft hotspots Yorkshire and Humberside. Schemes involved security measures such as locks and alarms, working with offenders and building community relations. Crime minister at the time, Charles Clarke, said: "People have the right to feel secure in their own homes. They have the right to expect their belongings to be safe in their home. "Since 1997, overall recorded crime has fallen by 7% - with domestic burglary falling by 20% - while the number of criminals successfully convicted has increased. Yet England and Wales remains one of the most crime-prone jurisdictions in Western Europe across a wide range of offences." But despite such risks, only one in ten students has a belongings insurance policy. Many mistakenly believe that they are covered under their parents' household policy but often this isn't the case at all, or there are conditions such as not being liable for anything taken out of your room or having to prove forcible entry. If you are about to take out belongings insurance for the first time, remember to check that the policy includes 'all risks' cover so you are insured for items you take out of your room or house. Also make sure it's an 'old for new' policy and insure your items for the amount they'd cost you if you were buying them today.

There are often several exclusions you should also keep an eye out for - such as some policies that don't cover bikes unless they were inside your accommodation at the time of theft. Most companies also charge an additional premium for insuring things such as mobile phones, legal expenses and vacation cover. Other things to check for include contact lenses, sports equipment and clothes (which are often not 'old for new'). It's best to do some thorough research to find the policy best suited to you. Bear in mind that premiums depend on where you live, so a high-risk area may prove more costly to take out insurance, but it will be worth it for peace of mind. A typical policy with one of the major student insurers costs £73 to cover £3,000 worth of contents in your room in a hall of residence in Brighton. This includes £430 of items that are likely to be taken out of the room (such as watch, minidisc player or guitar) and an £800 computer. When looking at it like this, you can see that not taking out a policy for the sake of £70 could leave you with a much higher price to pay.

### ***And finally***

Get a copy of your house keys cut — nightmare if you lock yourself out at night!

## **During the Tenancy**

### ***Living with other people***

- § Don't let minor arguments within the house build up to something major.
- § You will fall out with your friends at some point — don't expect it to be perfect all the time.
- § Try to spend time doing things as a house — it makes it feel more like home and it's worth making the effort: it's not just somewhere you sleep!
- § You may feel isolated from your mates in college, though this can be remedied if you make an effort to keep in touch with what's going on in college.
- § Make sure that everyone knows what is expected of them — i.e. if you want house rules then make sure that everyone agrees on them and agrees to stick to them.
- § Have a kitty for staple things (milk, leaning stuff etc.).

### ***Problems***

- § Many people have reported difficulties with their landlords or estate agents — TAKE NO NONSENSE!
- § Maintenance can be slow and inefficient; problems in the past have included lack of advance notice to tell you when repair men are coming, delays in getting things mended, general incompetence and failure to reply to notification of small repairs required.
- § If there are problems, WRITE TO THE LANDLORD, don't phone. This allows you to keep a written record.

## ***Right to repairs***

In almost all cases, landlords are legally responsible for repairs to their tenants' homes. Your tenancy agreement may also set out your rights to get repairs done, but it cannot transfer to you any duties to do repairs, which are, by law, the landlord's responsibility. In most cases, landlords are legally responsible for the repair of the structure, exterior and installations of the building, including: rising damp, rotten window frames and floorboards; leaking roofs and brickwork; damaged doors, ceilings & walls; faulty gas and water pipes; dangerous wiring; broken boilers, lavatories, sinks and baths. If something does need repairing, you should get in touch with the landlord and get his/her permission. You would be required to allow access to the landlord, or someone acting for them, to get the work done, though they in turn are required to give you notice of when they'll need access.

## ***Getting repairs done***

First, check that you are an assured tenant. If not, any attempt to enforce these rights may result in eviction proceedings. Next inform your landlord, in writing, of the repairs that need doing. This effectively obliges the landlord to fulfil his duty to repair the property. Keep a copy of the letter. If the landlord fails to carry out the repairs you can:

Either:

- Take action yourself, which may include following a procedure to have the repairs carried out yourself. If you wish to do this, you should:
  - § Inform the landlord in writing that the work needs doing, and specify a time within which it must be done. Keep a copy.
  - § If the work is not done within the time, you should obtain three estimates for the work (no less will be acceptable) from different firms. Send copies to the landlord and again ask for action within a certain time.
  - § If nothing is done, you may now have the work done (at the cheapest price) and ask the landlord to reimburse you. If s/he does not, only then may you withhold rent in lieu of the amount spent.
  - § You should not otherwise withhold rent payment in an attempt to force the landlord to do the repairs, because you may then be liable for eviction owing to rent arrears.

Alternatively:

- Either ask Cambridge City Council's Environmental Health Officer to inspect the property; or make a complaint to a magistrate if the disrepair is not too urgent, as this method can be quite slow.

## ***Thermal insulation***

Funding for insulation works may be available to tenants. You should check with your local authority to determine whether renovation grant aid is available. Alternatively funding may be available from Central Government through the Home Energy Efficiency Scheme, available mainly to the elderly and those on income related benefits (telephone: 0800 181 667),

## ***Effect of Carrying out Repairs on your Rent and Security***

The power described in this leaflet are all very well but will your landlord put up the rent, or even try to get you out, if you complain or have to call on the council for help? Getting a landlord to carry out their legal obligations cannot result in a change to your agreed rent, but making a house more attractive, perhaps by improving the provision of amenities, may mean it can command a higher rent when a new agreement comes to be negotiated. Similarly, while you will be protected during your tenancy from harassment and illegal eviction, making a complaint to a local authority about the condition of your house may make the landlord less likely to renew your tenancy in the future. Most of this leaflet has concerned the obligations of landlords and the powers of local councils but you are obliged, among other things, to act in a 'tenant-like manner', that is generally to look after the place and to treat it as a responsible tenant would. It will usually do no harm,

and it is only good manners, when something goes wrong to contact the landlord or their agent first. You can always contact the local authority if they do not respond.

### ***Harassment***

Harassment is a criminal offence under the Protection from Eviction Act 1977. Technically speaking, the term harassment relates to acts by a landlord or their agent that are likely to interfere with the peace or comfort of the residential occupiers, which involve the withdrawal or withholding of services reasonably required for occupation, to act in such a way that you are likely to leave, or to stop you exercising your rights. This applies irrespective of whether such a 'quiet enjoyment' clause is in your agreement, as it is implied to be there by law. There are numerous forms that harassment can take and although a prosecution is possible for any one act, it is more likely that a case would be built on the basis of a number of acts that can be said to be part of an overall campaign of harassment. As well as landlords and their agents, tenants might be subjected to harassment from so-called third parties. These include co-tenant(s), neighbours, local youths, and anyone who is targeting students for crime. Students are advised to get in touch with their local Tenancy Relations Officer (based at the local authority), through their SU. Examples of harassment include:

- cutting off your water, gas, or electricity
- threatening you with eviction
- interfering with your possessions
- insisting you hand over a key to your house.

If your landlord is attempting to evict you, is harassing you or otherwise disturbing your peaceful and comfortable occupation, the following steps may be taken:

- § Tell your landlord, in person or preferably in writing, that their actions are disturbing your peaceful occupation of the property. This will usually be enough to end petty harassment. If you feel threatened, especially physically, you should consider adding a security chain to the front door (a good idea in any case) or changing the locks.
- § You are entitled to refuse entry until the landlord gives you 'reasonable' notice, i.e. 24 hours, that (s)he intends to visit the property. It may also help to arrange for a friend to be with you in the property during the visit. A landlord who enters a property without permission is trespassing. If it seems appropriate, you may call the police. On no account should you respond physically or abusively to harassment, or withhold rent.

If these methods do not help, you can contact the Citizens' Advice Bureau, who have a free legal drop-in service. Cases of harassment brought to the court may result in substantial damages being paid in compensation. In emergency cases it is advisable to seek legal advice quickly, as delay will prejudice the occupier's chances of obtaining an injunction.

### ***Electricity/Gas/Water Cut-offs***

Where the landlord is responsible for paying bills for the above services, and your supply has been cut off due to non-payment of any of those bills, your local authority may be able to assist in having the supply reconnected. You should contact the Environmental Health section in your local council to see if they can help. They may, in some cases, assume continuing responsibility for payment of those bills.

### ***Safety***

Given the amount of time we spend at home, it is perhaps not surprising that 75% of personal injuries occur there. The past few years have seen particular prominence being given to fire safety (following a large fire in Aberystwyth University halls of residence) and to the dangers of carbon monoxide. These issues, besides those of wider personal safety in the home (see the Personal Safety section), have implications on our choice of residence, as well as the level of insurance we pay etc. This page is a brief guide to some simple precautions and what to look for to minimise the risks of fire and carbon monoxide poisoning.

## ***Fire Safety***

There are four key factors when looking at fire safety: prevention, detection, fire fighting and escape.

### ***1) Prevention***

A fire requires oxygen, fuel and heat in order to exist. Remove any one of those three and the danger is contained (e.g. a fire blanket cuts off the oxygen from a chip pan fire; however, because heat and fuel are initially still present the danger of fire remains until the fat has cooled). Working to avoid these three components being present at the same time will considerably reduce the risk of fire.

Around the house, fires are most commonly started by faulty electrical appliances or by unattended cigarettes. Avoid smoking in bed, or whenever you risk falling asleep. Cooking appliances and other high power electrical goods (e.g. bar fires) should not be left on unattended. Never leave chip pans, grills etc. unattended. Do not fill chip pans more than one-third full. Over a third of all fires reported to the fire services are in kitchens. Only use a fire blanket on a chip pan fire - never use a fire extinguisher.

### ***2) Detection***

Early warning is essential, as smoke can quickly disorientate and asphyxiate making it harder to escape the danger area. There should be a working smoke detector on every level of accommodation. If not, contact your landlord. Your chances of surviving a fire are three times greater if an alarm is fitted and working.

### ***3) Fire Fighting***

Only tackle a fire if it is small and you have the right equipment, i.e. a fire blanket or fire extinguisher. Once a fire is detected, if it cannot be easily handled, the priority is to get everyone out of the accommodation and call the fire brigade.

Ensure that the appropriate fire fighting equipment is present (e.g. a fire blanket in the kitchen, a water and Carbon Dioxide fire extinguisher in the stairwell or communal areas).

### ***4) Escape***

In a fire, personal safety takes priority. Communal corridors and stairways should be kept clear and fitted with fire doors. All residents should be clear on how to get out of the building in an emergency, and where to congregate in safety afterwards.

## ***Carbon Monoxide Poisoning***

Carbon monoxide is a gas that you cannot see, smell or taste. Gas or oil furnaces, ovens, wood stoves and any other household appliance that runs on fossil fuels such as wood, gas, oil or coal can produce it. If your home is not well ventilated, the levels of carbon monoxide in the air may easily rise to dangerous levels. Prolonged exposure to carbon monoxide, or exposure to high levels in a confined space, can cause brain damage, suffocation or death. Everyone is at risk but pregnant women, young children, senior citizens and people with heart and lung problems are at greater risk.

### ***Warning Signs***

Early warning signs of low-level CO poisoning include tiredness, headaches, dizziness, nausea or vomiting and shortness of breath; the symptoms can easily be wrongly attributed to flu. Your skin may also turn pink or red in response to rising blood pressure. If you are feeling any of these symptoms, ask other members of your household if they are also feeling ill. If so, you may be suffering from carbon monoxide poisoning and should talk to your doctor.

Legally, landlords must check gas appliances every twelve months, but many don't.

### ***Safety Checklist***

1. Ask your landlord for evidence of safety checks carried out in the last twelve months.
2. Look for yellow or orange flame on your gas fire or water heater, and stains around the top.

3. Listen for the sound of birds in the flue or chimney area as a nest could block the escape of carbon monoxide.
4. Try and ensure adequate ventilation.

If you suffer from headaches, chest and stomach pains, nausea and flu-like symptoms, contact your GP to rule out the possibility of carbon monoxide poisoning.

### ***Gas Safety***

This is another important area of safety. Carbon monoxide, is a product of the incomplete combustion of gas, and it is responsible for the deaths of between thirty and forty people, including students, in their homes every year. Preventing those deaths requires the regular servicing of gas appliances and the maintenance of sufficient ventilation to the rooms containing the appliances, by the use of both dedicated flues and other means. Landlords are obliged to have both appliances and flues inspected every twelve months, and must keep records of inspections and of any repairs done to show to tenants, under the Gas Safety (Installation and Use) Regulations 1994 (as amended). So, before renting a new house or flat with a gas appliance, ask to see its maintenance record. If the appliances and flues are not subsequently examined every year, ring the Health & Safety Executive's Gas Safety Action Line - 0800 300363. If an appliance malfunctions (for example, it soots-up or burns with a yellow flame), or if, after using it, you experience symptoms including headache, chest pains, sickness or dizziness, stop using it straightaway and seek medical advice. Do NOT use the appliance again until it has been checked. Never, ever, block up airbricks or window vents in rooms containing gas appliances; that draught is good for you and is essential for the appliance to burn efficiently. You should also beware if previous occupants have sealed up potential sources of ventilation.

In the case of a suspected gas leak, turn off the supply, open the windows and call B G Transco as soon as possible - 0800 111 999.

### ***Electrical Safety***

Electrical safety is not regulated in the same way as gas but as already noted, landlords are under a duty to maintain electrical sockets and wiring. Signs that everything is not well include sparks coming from switches, frayed insulation and plugs which heat-up. Old-fashioned sockets may possibly conceal dangerous wiring. Never overload circuits using adapters and never by-pass fuses with foil or otherwise. Unlike gas, electricity can be resold by landlords via submeters to tenants for more than the price paid; it is nonetheless subject to a maximum resale price which the local electricity supply company will tell you.

### ***The Landlord***

The landlord is responsible for maintaining electrical sockets and wiring, and testing it at least every 10 years. If in doubt, ask to be shown a copy of the current Periodic Inspection Report or an Electric Installation Certificate. Danger signs that you should look out for include: old, badly worn or broken switches and sockets outlets; fuses blowing or circuit breakers/RCDs tripping; and burning or a marzipan smell from overheating wiring. Another less dangerous electrical scam is the electricity metre. Unlike gas, electricity can be resold by landlords to their tenants via sub-meters for more than the price paid. However, there is a maximum resale price which limits the landlord's profit; the local electricity supply company or SU Welfare Officer can tell you what this is.

### ***The Tenant***

You are responsible for the safety of any appliances you bring into your accommodation. Your college may offer a portable appliance testing service (PAT) and if you're in any doubt, GET IT TESTED. Look out for the obvious danger signs: cracked or damaged cases on plugs or appliances; frayed, cut or damaged leads; signs of overheating on plugs, leads or appliances; blowing fuses; loose or ineffective cord grips in plugs or appliances. To avoid these problems, never overload circuits by using too many adapters, and never, ever by-pass fuses with foil or some other conductive material. It will overheat, catch fire, or even explode. And only use plugs that are marked as conforming to BS 1363, and don't try and stick anything other than a BS 1363 plug into a socket. Take special care in the bathroom: do not use shaver sockets or shaver adapters to run any appliances other than electric shavers. And don't forget that water conducts electricity, so don't mix the two. Be careful outdoors too, and only use appliances connected to a socket-outlet that you know is protected by a residual current device (RCD) to guard against electric shocks. Never run electric leads under carpets or rugs, or through doorways, and always unwind an extension lead fully before using it.

Don't put electric heaters too close to furniture, or put anything on top of it, and never obstruct ventilation grills either.

### ***Overcrowding***

#### *Too many people?*

The maximum numbers of persons, excluding genuine visitors, allowed to sleep in a house other than a HMO is set down in law with reference to the number of suitable rooms and their sizes. The standard is an old one, less than generous and unlikely to be breached today; a room of only 70 sq. ft, for example, is deemed large enough for one adult occupant and 110 sq. ft for two. Equivalent standards for houses in multiple occupation are, as with amenities, subject to local councils' discretion but again are unlikely to be broken in student houses. Where they are, however, the council can require the number of occupants to be reduced either immediately or over a period of time. Allowing new residents to take up occupation in breach of an overcrowding notice is an offence.

#### *Not enough amenities?*

On the other hand, so-called 'amenity overcrowding' is more common. Referred to above under 'Provision of Amenities', this is the description given to the circumstance whereby there are too many occupants in a house in multiple occupation for the available amenities. If it is not possible to provide more, typically because of lack of space, the only solution is to reduce the number of occupants. This is done by the council giving a 'Direction', banning new occupants coming into the house until natural wastage - people leaving voluntarily - has reduced their number sufficiently. If your house is subject to a Direction already, a copy should be displayed in a prominent place, usually in the hallway.

### ***Nuisances***

'Nuisances' in this context are matters that are likely to cause injury to health or which otherwise materially affect the use by someone else of their home. Meaning more than just annoyance, various Acts of Parliament describe several types of nuisance - statutory nuisances - but two are of particular importance here. The first is any premises, including a house, which is in a condition likely to cause injury to health. A house that is very damp, perhaps with mould growth, might fit this description. Second is noise emitted from any premises, that is to say which disturbs neighbours. Local councils have a duty to investigate nuisances and, following an instruction to the person responsible to stop them, may prosecute if they continue. Under the new Noise Act, the making of excessive noise between 11pm and 7am will be liable, again following a warning, to result in a fixed penalty of £100 and confiscation of noise-making equipment. While controls like these may help you get some peace for revision, beware that end-of-term party if you are not the best of friends with your neighbours!

### ***Vermin***

No house should be infested with vermin - rats or mice - nor with other pests such as cockroaches. 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. Local authorities also have various other powers. For example, they can deal with blocked drains, refuse accumulations in gardens, contaminated water tanks and so on. To enforce them, their officers have rights of entry to private houses, usually having given advance notice, but sometimes on demand. Obstructing them, like obstructing the police, can be a criminal offence.

## **Moving Out**

In general, the ending of a tenancy proceeds smoothly enough. If you wish to leave early, you should get advice from the Citizens Advice Bureau. However, it may be that the landlord wants you out early, and tries to evict you — illegally. The law protects you against this; illegal eviction is a serious criminal offence.

### ***Illegal Eviction***

This occurs when a landlord evicts, or attempts to evict, a residential occupier from all or part of their home without following the required legal procedure. In extreme cases this can involve landlords changing the

locks or throwing a tenant's property out into the street. However, more commonly it occurs when the landlord deviates less dramatically from the correct procedures. What a landlord has to do to ensure they are not acting illegally depends on the status of the occupier. Most students living in shared houses should be given notice to quit, an automatic ground for possession and a court order. Unprotected occupiers, which includes students living in halls of residence, should be given notice, and a court order will be needed. Students who live with a residential landlord and share the facilities are excluded occupiers and only need to be given 28 days' notice to quit. Illegal eviction is a criminal offence and is covered by the Protection from Eviction Act 1977. This gives local authorities the power (but not duty) to investigate such incidents. If your resident landlord threatens you with eviction, seek advice immediately. Otherwise, the landlord cannot evict the tenant without obtaining and serving a court order. Grounds for such an order are limited and include rent arrears, nuisance, or return of the owner-occupier. The landlord cannot evict you personally - the County Court Bailiff must do this. If you are served with a court order, seek advice from the Citizens Advice Bureau.

### ***Notice to quit***

Notice doesn't require you to leave the property, but is notice of the landlord beginning proceedings. The period of notice varies according to the grounds on which the order has been sought: the tenant should be told at the start of the tenancy that any of these grounds might be used for its termination.

### ***Legal Aid***

Legal aid is available to help with matters such as rent, repairs and eviction. Contact the Citizens' Advice Bureau, who will give you preparatory advice, recommend an appropriate solicitor if necessary and inform you of the financial qualifications for the scheme.

### ***Deposits***

Most problems with deposits can be avoided by securing an accurate, signed inventory at the start of the tenancy. The following are also recommended:

- *During the tenancy* - avoid storing excess furniture in a damp cellar without the owner's permission. Ask for excess furniture to be removed. Equally, make sure that what you use is in good repair. If any faults occur, ensure they are dealt with immediately.
- *A month or so before the tenancy ends* - ask the landlord to inspect the property. Clean the property to the standard you expect will be required to return the deposit, and then ask the landlord to point out any further work that needs doing to ensure no deductions are made.
- *Before moving out* - ensure bills are paid, keys returned etc. If you don't receive your deposit within seven days, write to your landlord, asking for the money or a written statement of the deductions. If you receive no reply then contact the CAB for advice on further action.

## **Advice from Current 4<sup>th</sup> Years**

The following snippets of advice were given to me by current fourth years who are living out. You may spot contradictory statements, which only goes to show that different people have very different experiences.

- § Don't rely on the UAS, as they didn't help at all.
- § Bills are cheaper when shared between more people.
- § College disowns you for living out in the fourth year - get ready for it.
- § Problems with your house are very unlikely to be fixed unless you live with the owner, so live with the owner if possible. This provides many advantages.
- § Live with people you know, but even then be prepared to get the arse with them when they do irritating things.
- § Get in early. If you see a house you really like, get it. Don't think ooh, there might be a better one, as somebody else will gazump you.
- § If you do need something fixing in your house, like a leaking roof, or unsafe electrics, get the department of environmental health in. They'll get your landlord to do something.
- § Live as close to college as you possibly can.

- § Living out is a lot of fun.
- § Important to decide who to live with early on and get looking for a house before Easter.
- § Aim for a group of 4 or 5 - there are more houses available for this number.
- § Go sign up at the UAS They have a list of student-'friendly' landlords and available properties. It's not handed to you on a plate - you have to keep popping in to check what's come up in the last few days - but it's fairly comprehensive.
- § Just pop into as many of Cambridge's million-and-one estate agents as soon as possible and ask if they rent to students. Most of them don't, but those that do will give you a list of what they've got coming up for the taking and you can arrange to visit the tasty-looking ones.
- § Take as many of the potential housemates with you as you can when visiting properties - people like different things and choosing a house is a surprisingly personal experience. Check the rent (we're all paying about £255 a month although it varies a little with room size),
- § Look for signs of damp, investigate heating/double glazing/washing machine availability.
- § Check the local area and visit the nearest pub.
- § Once you find somewhere you like, you usually have to move quick (chances are everyone else will like it too) - tell the property agents you want the house.
- § They'll want a deposit and you've got to sort out the contracts and stuff. First Site wanted a month's rent + £100 as a deposit. You get it back, obviously (unless you cause major structural damage to the house).
- § Living out isn't cheap - especially in Cambridge. Besides the rent (anywhere between £40 and £80 a week from the houses we looked at), there's the gas bill (about £20 a month in total), the electricity bill (haven't got one yet), the phone/internet bill (about £7 each a month) not to mention a TV licence (£25 a quarter - you can no longer hide in the depths of College from the detector van!), food, cleaning stuff and LOADS of bits and bobs to make the house functional; spare lightbulbs, new doormats, window locks, etc.

## Directory

HOUSING AID CENTRE, Hobson House, 44 St. Andrew's St.  
Tel: 01223 463296

HOUSING BENEFITS OFFICE, Mandela House, Regent St.  
Tel: 01223 358977

CAMBRIDGE CITY COUNCIL TELEPHONE NUMBERS (all prefix 01223):

- § Private Sector Housing, 457954
- § Drainage Advice, 457890
- § Health & Safety, 457900
- § Out-of-hours noise call-outs, 457457

GAS EMERGENCY  
Tel: 0800 111 999

CITIZEN'S ADVICE BUREAU, 72 — 74 New Market Rd.  
Tel: 353875 (advice); 361418 (admin)  
[www.adviceguide.org.uk](http://www.adviceguide.org.uk) (national)

CUSU, 11 — 12 Trumpington St.  
Tel: 333313  
E-mail: [info@cusu.cam.ac.uk](mailto:info@cusu.cam.ac.uk)  
[www.cusu.cam.ac.uk](http://www.cusu.cam.ac.uk)