

A Shelter advice booklet

# Private tenancies

Your rights if you are  
renting your home  
from a private landlord

# Shelter



# Private tenancies

This advice booklet gives information for people who rent their homes from private landlords. It does not cover tenancies with housing associations or councils. For these types of tenancies, see Shelter's free advice booklets: *Housing association tenancies* and *Council tenancies*.

Reading this advice booklet will help you:

- find out what type of tenancy or licence you have
- understand your and your landlord's rights and responsibilities
- know what steps your landlord must take if s/he wants to evict you
- learn the rules about rent and rent increases.

For information about how a landlord should deal with any deposit you pay see Shelter's advice booklet, *Private tenancies: paying a deposit*. If you need somewhere to stay right now, see *Homeless? Read this*. For more information about finding a private rented place, see *Finding a place to live*.

This guide only gives an introduction to the law in England and Wales. If you need more detailed information, you can get advice from a local Shelter advice service, or a Citizens Advice Bureau. You can also contact Shelter's free housing advice helpline on 0808 800 4444 (open 8am to 8pm Mondays to Fridays and 8am to 5pm on weekends). Calls are free from UK landlines and main mobile networks; or visit **[shelter.org.uk/advice](https://www.shelter.org.uk/advice)**

If you live in Scotland or Northern Ireland the law is different and you should contact Shelter Scotland or the Housing Rights Service (see page 23).

## Contents

---

What type of occupier am I?	4
What are my rights and responsibilities?	4
Main types of tenancies	5
Occupiers with limited protection	8
How can I end my tenancy?	9
How can the landlord end my tenancy?	10
My landlord has not paid the mortgage	15
Can I pass my tenancy on if I die?	15
Can I transfer my tenancy to someone else?	15
Can I rent my room to someone else?	16
Rent and rent increases	16
Housing benefit	19
Where to get further advice	19
Appendix 1: Budgeting forms	21
Appendix 2: Useful organisations	23

If you rent a property, or a part of a property from a private landlord, you will have certain rights and responsibilities. For example, you will be responsible for paying the rent in exchange for the right to live there. The type of occupier you are will affect the rights you have, in particular how easy or difficult it would be for your landlord to lawfully evict you.

## What type of occupier am I?

---

Most people who rent from a private landlord are tenants, but not all, as some will be licensees. You will not necessarily have a particular type of tenancy or a licence just because your landlord says that's what you have. This booklet can help you work out the type of tenancy or licence you have, or you can use the 'tenancy checker' at [shelter.org.uk/advice](https://www.shelter.org.uk/advice)

You will probably have a tenancy if the following apply:

- you live in self-contained accommodation
- you pay rent
- your landlord does not live in the property.

The type of tenancy you have depends mainly on when your tenancy started, or if it has been renewed, when your original tenancy

started. There are three main types of tenancy in the private rented sector:

- assured shorthold (see page 6)
- assured (see page 6)
- regulated or protected (see page 7).

You may have a licence, or a 'tenancy with basic protection', if any of the following apply:

- you live in the same house as your landlord (see pages 8)
- you live in a hostel or bed and breakfast hotel (see page 8)
- you do not pay rent
- you have to live in your accommodation as part of your job (see page 8)
- you live in accommodation provided by your family, or a friend, and it is not a commercial arrangement.

A verbal agreement with your landlord is as legally binding as a written tenancy agreement. However, verbal agreements can be more difficult to enforce if there is any dispute, so it's worth asking your landlord to put the agreement in writing.

## What are my rights and responsibilities?

---

All landlords and tenants/licensees have certain rights and responsibilities, even if they're not written into an agreement. Some rights and

responsibilities apply to all agreements. Others may be set out in the tenancy/licence agreement. Others are set out in the legislation that applies to the particular type of tenancy or licence you have.

### **Your responsibilities**

Renting brings with it rights and responsibilities. It's important to stick to the rules of your agreement or you'll risk losing your home. These rules include:

- paying your rent when it is due
- taking care of the place
- not causing a nuisance.

### **Your landlord's responsibilities**

Your landlord also has certain obligations. If you are a tenant the landlords' responsibilities will include the following, even if your tenancy agreement says something else:

- following the lawful procedure if they want you to leave
- carrying out certain repairs
- meeting gas and fire safety standards
- not disturbing you unnecessarily.

If you have a licence rather than a tenancy, you may not benefit from all of these rights.

### **Houses in multiple occupation**

Some houses or flats that are occupied by more than one household are known as houses

in multiple occupation (or HMOs), for example houses with bedsits or bed and breakfast hotels. If you live in an HMO your landlord will have additional responsibilities.

If the HMO is at least three storeys high and contains five or more people, your landlord must register her/his HMO with the council. Some councils require landlords of other HMOs to be registered as well. The council can prosecute landlords who fail to register.

### **Main types of tenancies**

---

There are three main types of private tenancy:

- assured shorthold (this is the most common)
- assured
- regulated (or protected).

All these tenancies have basic legal entitlements, including:

- stopping other people, including the landlord, from freely entering your home (although you should let the landlord in if repairs need to be done, see Shelter's free booklet, *Getting repairs done*)
- staying in your home until the landlord gets a court order for eviction (see page 10)
- the right to be given your landlord's name and address.

You have the most protection against eviction if you are a regulated tenant, the least protection if you are an assured shorthold tenant.

The type of tenancy you have usually depends on when your tenancy started, or if it has been renewed, when your original tenancy started. If your landlord provided you with a written agreement, this will normally indicate the type of tenancy you have. However check with an adviser because what the agreement says may be wrong.

### **Assured shorthold tenancies**

Most tenants of private landlords are assured shorthold tenants. You will automatically have an assured shorthold tenancy if your tenancy started after 27 February 1997, except in limited circumstances (see assured tenancies, below).

You will also have an assured shorthold tenancy if:

- your tenancy started between 15 January 1989 and 27 February 1997
- your tenancy was granted for a minimum of six months
- your landlord gave you a notice, before the tenancy started, stating that it was an assured shorthold tenancy.

If you are an assured shorthold tenant, the property you rent must be your only or main home.

An assured shorthold tenancy can be for a fixed term, eg six or 12 months, or it can be periodic, which means it will roll on a week-to-week or month-to-month basis.

If you have a fixed-term tenancy and it comes to an end, you can agree to sign an agreement for another fixed term. If you do not, the tenancy will still continue but as a periodic tenancy, and your rights and responsibilities remain the same. You do not have to leave because the fixed term has expired. (See page 10 for details of what your landlord must do if they want to evict you.)

If your assured shorthold tenancy started after 27 February 1997 you have the right to ask your landlord to provide a statement of the terms of your tenancy. Your landlord must provide the following information within 28 days:

- the start date of the tenancy
- the amount of rent and when you have to pay it
- how and when the rent may be changed
- the length of any fixed-term agreement.

### **Assured tenancies**

You are likely to be an assured tenant if your tenancy started between 15 January 1989 and 27 February 1997 and your landlord:

- did not give you a fixed-term tenancy of at least six months

- did not give you a notice saying that you have an assured shorthold tenancy.

You may also be an assured tenant if your tenancy started after 27 February 1997. But usually this will only happen if your landlord gave you a written notice, before the tenancy started, saying that you have an assured tenancy, or the tenancy agreement states that it is an assured tenancy.

If you signed a new tenancy agreement after 27 February 1997, but immediately before this you held an assured tenancy in the same or another property with the same landlord, you are likely to be an assured tenant.

Your tenancy might be for a fixed period, eg six or 12 months, or it can be **periodic** which means it will roll on a week-to-week or month-to-month basis. If you have a fixed-term tenancy and it comes to an end, you can agree to sign an agreement for another fixed term. If you do not, the tenancy will still continue but as a periodic tenancy. Your rights and responsibilities remain the same. You do not have to leave because the fixed term has expired.

If you are an assured tenant, the property you rent must be your only or main home.

## **Regulated (or protected) tenancies**

You are likely to be a regulated (or protected) tenant if your tenancy started before 15 January 1989, although there are some exceptions. These tenancies are sometimes referred to as Rent Act tenancies.

If you signed a new tenancy agreement after 15 January 1989, but immediately before this held a regulated tenancy in the same or another property with the same landlord, it is likely that you are still a regulated tenant.

Most regulated tenants must live in the accommodation for the tenancy to continue. This does not mean that you cannot also live in another home as well.

Regulated tenants have strong rights against eviction and the right to have a 'fair rent' set (see page 18).

## **Tenancies that cannot be assured, assured shorthold or regulated**

If your landlord lives in the same building you may be an occupier with basic protection or an excluded occupier instead – if this applies to you see page 8.

Some other types of tenancy cannot be assured shorthold, assured, or regulated (protected). These may include:

- business tenancies
- tenancies where no rent or a very low rent is paid
- university halls of residence

- tenancies where the rent is more than £25,000 a year
- holiday lets.

## Occupiers with limited protection

---

If you are a licensee or a tenant with basic protection, or an excluded occupier, you have fewer rights than the people who hold the types of tenancies explained on pages 5–7. See below for situations where this is most likely to be the case.

If you are a **tenant or licensee with basic protection** you will have a right to remain in the property until the landlord obtains a court order to evict you (see page 13). If you are an **excluded occupier**, the landlord can evict you after you have been given ‘reasonable notice’ – no court order is necessary (see page 14).

### **I live in the same house/building as my landlord**

You are likely to be an ‘excluded occupier’ if:

- you share the kitchen, living room, or bathroom with your landlord
- you live in the same building (that is not a purpose-built block of flats) as your landlord and share the kitchen, living room or bathroom with a member of the landlord’s family.

If you live in the same building (that is not a purpose built block of flats) as your landlord, and the above

does not apply to you, you will be an **occupier with basic protection**. If the landlord lives in another flat in a purpose- built block you will be an assured shorthold, assured or regulated tenant (see pages 5–7).

Living in the same building as your landlord is often referred to as having a resident landlord.

### **I live in accommodation provided as part of my job**

If you have to live in your accommodation in order to do your job you are likely to be a ‘service occupier’, or to be living in ‘tied’ accommodation.

As a service occupier you will have most of the same rights as a tenant with basic protection, unless you are one of the people listed as an excluded occupier (see above). You should note that if you have an amount deducted from your wages to pay for your accommodation, this still counts as paying rent.

### **I live in a hotel or bed and breakfast**

If you live in a hotel or in bed and breakfast accommodation, you will probably be an ‘excluded occupier’. You may be an ‘occupier with basic protection’ if you have your own room, the owner doesn’t live on the premises, and services (eg breakfast or changing bed linen) are not provided.

If you have been placed in a hotel or in bed and breakfast accommodation by a local authority following a homeless application

you will probably be an ‘excluded occupier’.

### **Other occupiers with basic protection**

You are likely to be an occupier with basic protection if:

- you live in a student hall of residence
- you pay either a very low rent (under £250 a year, or £1,000 a year in London) or high rent (£25,000 or more a year)
- you pay a rent for accommodation provided by family or friends, but it is not a commercial arrangement
- your landlord is a government department or the Crown.

### **Other excluded occupiers**

- you live in holiday accommodation
- you do not pay any rent
- you live in a hostel run by a local authority, a housing association or charitable housing trust.

## How can I end my tenancy?

---

Your tenancy (or licence) cannot simply run out. It will continue until you or your landlord end it. This can happen by:

- surrendering the tenancy
- you giving a valid notice
- your landlord following the lawful procedure to end your tenancy (see page 10).

### **Surrender**

It is possible for a tenancy to be surrendered at any time. You and your landlord must agree to the tenancy ending. Get your landlord’s agreement to this in writing if possible, to avoid any dispute later on. If you have a joint tenancy, all the tenants must also agree. If the tenancy has not been properly surrendered you will remain responsible for the rent.

### **Giving notice**

To serve a valid notice to end the tenancy, you have to give the landlord (or agent) at least four weeks’ written notice (if you pay your rent weekly) or a month’s notice (if you pay your rent monthly). The notice may have to be longer if you pay your rent for longer periods or if your tenancy agreement says so. The notice must also end on the first or last day of a period of your tenancy (the first day of a period of the tenancy is usually the day your rent is due), unless your tenancy agreement says otherwise. Once the notice ends, your tenancy ends, and you no longer have any right to live in your home.

If you have a joint tenancy, you can serve a valid notice to end the tenancy with or without the agreement of the other joint tenant(s). Be aware that once the notice expires, neither you or the other joint tenant(s) will have a right to live in your home.

If you have a fixed-term tenancy you cannot give notice during the fixed term unless your tenancy agreement says this is allowed.

If you give your landlord a notice that is not valid, the tenancy will continue and you can remain liable for the rent, so it is very important to get it right.

### **Last day of fixed-term tenancy**

If you have a fixed-term tenancy it is possible to leave on the actual day your tenancy ends without giving any notice. However, it's best to let the landlord know that this is what you intend to do, because it can help to avoid any arguments, for example, about the return of your deposit. If you stay any longer, you must end your tenancy by giving notice or surrendering your tenancy as explained above.

How can the landlord end my tenancy?

---

The most important question for many tenants (and licensees) is: how difficult is it for my landlord to evict me? Unless you are an excluded occupier (see page 8) your landlord must get a court order. First your landlord has to give you a written notice. If you haven't moved out by the time the notice period ends, then your landlord has to apply to the court to evict you.

The form the notice must take depends upon the type of tenancy you have. With some types of tenancy, the landlord must have a reason (or grounds) to evict you. With other types of tenancy or licence it is not necessary to have a reason.

### **Assured shorthold tenants**

If you are an assured shorthold tenant, the landlord doesn't need a reason to evict you. They must, however, follow the correct procedure.

The notice does not have to be on, or in, any special form but it must:

- be in writing
- not expire for at least two months.

And if you have a periodic tenancy (see page 7) it must also:

- expire on the last day of a period of your tenancy (usually the day before your rent is due)
- state that possession is required under section 21 of the Housing Act 1988.

Your landlord can give you the notice, in writing, at any time. Some landlords will even serve you with a notice at the start of your tenancy. This kind of notice is valid indefinitely. If you have a fixed-term tenancy, the landlord cannot apply to the court for a possession order until the fixed term expires, unless there is a clause in the tenancy agreement that enables your landlord to bring

the fixed term to an end early (this is known as a 'break clause').

A landlord cannot use this kind of notice if:

- you live in a house in multiple occupation that should be licensed (see page 5) but isn't
- the deposit you paid is not protected in a government-approved scheme (see page 17).

Provided the notice was valid and has expired, the court will have no choice but to make a possession order. The possession order will give you the date you have to move out of your accommodation; this will normally be in 14 days. You can ask the court for more time before the order takes effect. But you can only be given up to six weeks, and then only if you would suffer exceptional hardship as a result.

A landlord who uses this type of notice to evict you can avoid the need for a court hearing by using the **accelerated possession**

**proceedings**. If your landlord does this, the court will send you a form for you to complete and return to the court if you think your landlord has not served the proper notice.

If you are an assured shorthold tenant the landlord can also use the notice and procedure to evict an assured tenant (see below).

## **Assured tenants**

If you are an assured tenant you can only be evicted if your landlord can prove a reason (or 'ground') to the court.

Firstly, the landlord must give you a written notice seeking possession. The notice has to be for a set length of time and inform you that the landlord can apply to the court for a possession order once it expires. The length of time on the notice can be either 14 days or two months, depending on the reasons for the eviction. However, if your landlord wants to evict you because they say you have been involved in serious nuisance, antisocial behaviour, or domestic violence, they can apply to the court immediately and can ask it to dispense with the need to serve a notice.

The reasons for possession are split into two groups, known as 'mandatory grounds' and 'discretionary grounds'.

### ***Mandatory grounds***

If your landlord proves a mandatory ground for possession, the court has no choice but to make a possession order. The court has to be satisfied, however, that the ground exists, and you may be able to show the court otherwise.

Examples of mandatory grounds include that:

- you have more than eight weeks' rent arrears owing, at the time the

- landlord served the notice and at the date of the court hearing
- the property is being redeveloped.

### ***Discretionary grounds***

If your landlord is using discretionary grounds for possession, the court can only make a possession order if the landlord proves the ground and it is reasonable to do so. Examples of discretionary grounds include that:

- you have some rent arrears
- you have a history of paying your rent late
- you have broken your tenancy agreement
- you have caused serious nuisance or used the property for illegal activities
- you have damaged the property.

The court will take your circumstances (eg your health, income, or whether you are able to pay off any rent arrears) into account when it decides whether it is reasonable for a possession order to be made. When dealing with claims brought on the grounds of antisocial behaviour, the court must also consider the effects of any antisocial behaviour on other people.

### **Regulated (or protected) tenants**

If you are a regulated tenant you can only be evicted if your landlord can prove a reason (or 'ground') to the court. Your landlord cannot evict you

without obtaining a possession order from the court. Normally the landlord must first give you a written notice to quit that does not expire for at least 28 days.

The reasons for possession are split into two groups, known as 'mandatory grounds' and 'discretionary grounds'.

### ***Mandatory grounds***

If your landlord proves a mandatory ground for possession the court has no choice but to make a possession order. The court has to be satisfied, however, that the ground exists, and you may be able to prove otherwise.

Examples of mandatory grounds include that:

- the landlord previously lived in the property and gave you a notice at the start of the tenancy that s/he may wish to return
- the landlord purchased the property while in the armed forces with the intention of living in it on discharge.

### ***Discretionary grounds***

If your landlord is using discretionary grounds for possession, the court can only make a possession order if the landlord proves the ground and it is reasonable to do so. Examples of discretionary grounds include that:

- you have rent arrears
- you have broken your tenancy agreement

- you have caused serious nuisance to your neighbours
- you have damaged the property.

The court will take your circumstances (eg your health, how long you have lived there, or whether you are able to pay off any rent arrears) into account when it decides whether it is reasonable for a possession order to be made.

### **Occupiers with basic protection**

To evict you, your landlord must serve you with a notice to quit. A valid notice must be:

- in writing
- not expire for at least four weeks
- end on the first or last day of a period of your tenancy (unless the tenancy agreement says otherwise) – the first day of a period of a tenancy is usually the day your rent is due.

If the valid notice has been served, the court must make a possession order. The possession order will give you the date that you have to move out of your accommodation; this will normally be in 14 days. You can ask the court for more time before the order takes effect. But you can only be given up to six weeks, and then only if you would suffer exceptional hardship as a result.

### **When can my landlord apply for a court order?**

Once the notice ends, your landlord can apply to the court for a possession order. The court will then send you:

- details of the landlord's claim for possession
- a defence or reply form
- details of the time and date of the county court hearing (unless you are an assured shorthold tenant and the landlord is using the accelerated possession procedure (see page 11)).

If the notice you were given is valid, the court will make a decision on granting possession to the landlord. The decisions a court will make, will depend on the type of tenancy you have and the reasons for ending it.

### **Advice at court**

It is **always** better to get advice **before** you get to court. However, many courts have a duty adviser or solicitor who may be able to give you last-minute advice and speak for you in court.

### **What orders can the court make?**

The judge will make a decision at the court hearing. If you do not understand what it means, check with an adviser. It is likely that the judge will do one of the following:

- **Strike out the landlord's claim** – this means that the landlord will have to start the eviction process again. It is unlikely that the court will do this unless legal reasons are provided.
- **Adjourn the hearing to another date** – this is usually to give you more time to prepare your case or sort out any problems with housing benefit.
- **Adjourn the hearing on a condition** – for example that you pay your rent regularly, plus something towards the arrears. If you stick to the conditions set, the case may not go back to court.
- **Make a postponed/suspended possession order** – you will not be evicted but if you break the conditions of the order you are at risk of being evicted. This type of order is often meant to be a last chance. Try to get advice as soon as possible if you break the conditions of the order, as it is often possible to stop or delay eviction.
- **Make an outright possession order** – this means that the property must be given back to the landlord on a certain date. If you do not leave, the landlord can apply for the bailiffs to evict you.
- **Make a money judgement** – this means that you have to pay the rent arrears, regardless of whether or not you are evicted. If you do

not pay, this may affect your credit rating, which could make it more difficult for you to find a new home in the future. This order can be tied to one of the above orders.

### **Illegal eviction**

If your landlord tries to evict you without getting a court order (unless you are an excluded occupier – see below), this can be a criminal offence. The housing department of your local council should help if you have been illegally evicted or harassed by your landlord. You may also be able to obtain a court order requiring the landlord to allow you back into the property. For more information see Shelter's free advice booklet, *Harassment and illegal eviction*.

### **Excluded occupiers**

Your landlord can evict you once you have been given 'reasonable notice'. Reasonable notice is usually 28 days, but it can be less depending on the circumstances of eviction. The notice doesn't have to be in writing – it can be given verbally. The landlord does not need to go to court and you will be required to leave when the notice ends. However, it is a criminal offence for the landlord to use, or threaten you with, violence while evicting you.

## My landlord has not paid the mortgage

---

If your landlord gets into arrears with their mortgage, and the bank or building society repossesses the property you are living in, you will normally have to leave, whatever sort of tenancy agreement you have. The lender must send notice to the occupiers of a property to say it is taking possession action for mortgage arrears. The possession order the lender gets from the court will normally apply to you as well as your landlord.

Since 1 October 2010, if you have an assured, assured shorthold, protected or statutory tenancy you have the right to ask the court making a possession order to postpone the possession date for up to two months, to give you extra time to look for new accommodation.

If the possession order has already been made, you can ask the lender to give you an assurance in writing not to enforce the order for two months. If the lender does not agree, you can ask the court to suspend the order for up to two months. For more information, contact a local Shelter advice service, or a Citizens Advice Bureau, or by ringing Shelter's free housing advice helpline on 0808 800 4444, or by visiting [shelter.org.uk/advice](https://www.shelter.org.uk/advice)

The lender may not be able to evict you if:

- your tenancy started before the mortgage was taken out (this is rare but can happen, especially if your landlord remortgaged the property after you moved in)
- the lender consented to the landlord granting you a tenancy.

## Can I pass my tenancy on if I die?

---

If you have a joint tenancy, the other tenant will automatically take over the tenancy if you die. If you are the sole tenant, and either an assured, assured shorthold or regulated tenant, the law allows your tenancy to be passed on. The legal process is called succession, and it can normally only happen once.

If you are an assured or assured shorthold tenant and you have a fixed-term tenancy, you can leave the tenancy to another person in your will. If you are an assured or assured shorthold tenant and you have a periodic tenancy, the tenancy can only pass to your wife, husband, civil partner or co-habitee. Only one succession is permitted.

If you are a regulated tenant the rules are more complicated. On your death, the tenancy can pass to your wife, husband, civil partner or co-habitee. If there isn't any wife, husband etc the tenancy can pass to a family member who has lived with you for at least the last two years.

In limited cases, it is possible for there to be a second succession.

If you do not have an assured, assured shorthold or regulated tenancy, you are unlikely to be able to pass on your tenancy in the event of your death.

### Can I transfer my tenancy to someone else?

---

The rules are complicated and vary according to the type of tenancy you have. However, most private tenants can only transfer their tenancy to someone else if the landlord agrees to it. Sometimes your tenancy agreement will say whether you can or not. If you do not follow the correct procedure, you could still be legally responsible for paying the rent and the person who stays on could be evicted.

It is possible for the courts to order the transfer of the tenancy to your husband, wife or civil partner if your relationship has broken down.

### Can I rent my home to someone else?

---

Depending on the type of tenancy you have, you may be able to rent out a room in your home. Usually, if you rent a room, the person who moves in is a lodger and they have the rights

of an excluded occupier (see page 8). You are allowed to do this unless your tenancy agreement says otherwise. However, if you create a tenancy with a person to whom you are renting a room, this is called subletting. You usually need your landlord's permission to do this. To avoid future problems you may wish to check the situation with an adviser before you let the room out.

Renting out your whole property is not usually permitted. If you are an assured or assured shorthold tenant it is a requirement that you occupy the property as your only or principal home. It is also a requirement for most regulated tenants that they occupy the property, and you cannot be occupying the property if you have rented it all out. You will be at great risk of losing your tenancy if you rent out your whole property.

### Rent and rent increases

---

Rents in the private sector tend to be higher than council or housing association rents, and the different types of tenancies have different rules on paying rent and rent increases. You have to pay the rent that you agreed with your landlord. If you do not pay your rent, the landlord can take action to evict you.

If you are given a written tenancy agreement, details of your rent and

when it should be paid will normally be included in it. Often it is a condition of a tenancy that you pay your rent in advance. The agreement will usually set out if and when the rent can be increased. If you have a fixed-term tenancy, the rent can only be increased if the tenancy agreement allows for an increase to be made. It is unlawful for your landlord to try to increase your rent in a way that is different from what is in the tenancy agreement, unless you agree to the increase. The particular rules that also apply to the different types of tenancies are set out below.

If you need help with paying your rent and you are on a low income, you may be able to get housing benefit (see page 19).

### **Before moving in**

Before you move into a new home you should check:

- how much the rent and any service charges will be
- when and how you need to pay the rent
- when or if the rent can be increased.

### **Deposits**

Most private landlords want you to pay a deposit before you move in, to cover non-payment of rent or damage to the property. If you don't have money for a deposit there may be a rent deposit or bond scheme in your area that can help you. They

are usually run by the local council, a housing association or a local advice centre.

From 6 April 2007, when you pay a tenancy deposit for an assured shorthold tenancy to a private landlord or letting agent, the deposit must be protected by a government-approved scheme. If the landlord or agent does not use an approved scheme, the court can order your landlord to pay you a sum equal to three times the deposit. Landlords and agents of other tenants do not have to protect your deposit in the government-approved schemes.

For more information about deposits and how to deal with disputes that arise about the return of your deposit at the end of your tenancy, see the Shelter advice booklet, *Private tenancies: paying a deposit*.

### **Rent books**

Your landlord will only have to give you a rent book if you pay a weekly rent. Rent books must include:

- the name and address of the landlord, and the landlord's agent (if they have one)
- how much the rent is
- information about your rights to protection from eviction
- information about your right to claim housing benefit
- information about agencies who can give you further advice.

If you are not given a rent book you should make sure you have a record of any rent payments you make in order to avoid any dispute about whether the payments were made.

### **Assured and assured shorthold tenants**

There is little rent control with these types of tenancies. The initial rent for the property will be the amount you accept when you sign your tenancy agreement or you move in. This is referred to as a 'market rent'. However, if you are an assured shorthold tenant you can apply to a Rent Assessment Committee (RAC) for the rent to be reviewed if you think it is substantially more than that for similar assured shorthold tenancies in your area. Assured shorthold tenancies however, can be evicted fairly easily (see page 10), so tenants rarely do this.

RACs set 'market rents' for assured and assured shorthold tenants, and hear 'fair rent' appeals for regulated or protected tenants. Details about the RAC covering your area can be obtained from the Residential Property Tribunal Service (see page 23).

If you have a periodic tenancy (ie you do not have a fixed-term tenancy or your fixed-term tenancy has expired and not been renewed), your landlord can only increase your rent by:

- agreeing a new rent with you

- following the rent review or increase arrangements as set out in your tenancy agreement
- serving 'notice of intent to increase rent', using a particular form. This procedure can only be used once a year.

If you have a fixed-term tenancy, the rent can only be increased if the tenancy agreement allows for an increase to be made.

### **Regulated (or protected) tenants**

Regulated or protected tenants are entitled to a 'fair rent'. A fair rent is generally lower than the rent paid by assured and assured shorthold tenants for similar properties. A fair rent is set by a rent officer and is the maximum rent your landlord can charge.

If you don't already have a fair rent registered, you or your landlord can apply to get one registered by the rent officer. If there is a fair rent registered on the property this can normally only be increased once every two years. The increase allowed is calculated using a set formula. If your landlord has made substantial improvements to your home, the rent increase can be higher. If your landlord is allowed to increase the fair rent and you don't agree to the rent increase, you may be able to challenge by applying to the Rent Assessment Committee.

## Rent arrears

If you fail to make a payment of rent when it is due, the missed payment is said to be 'rent arrears'. Rent arrears can lead to your landlord taking steps to evict you. However, if you speak to an adviser as soon as you have problems paying your rent, your chances of saving your home can be greatly increased. The payment of your rent has to be a priority. If you are experiencing financial problems you can also use the budgeting forms on pages 21–22 to work out your budget to see what you can afford, and to see whether you can make savings on non-essential spending (eg gym membership, meals out).

## Disputes with the landlord

If your landlord stops collecting or refuses to accept your rent because of a dispute, you should take steps to protect yourself, because the landlord may try to evict you for non-payment of rent. Write to your landlord stating you wish to pay the rent, and keep a copy of the letter. Also, pay the rent into a bank or building society account so that you have the money to pay when the landlord eventually agrees to accept it or if s/he takes you to court on grounds of rent arrears.

If you are unhappy with the way your landlord is carrying out their obligations, eg by failing to carry out repairs, you do not have the right to withhold rent. If you do this, the landlord may try to evict you for non-

payment of rent. If your landlord is failing to carry out repairs, there are other steps you can take, see the Shelter booklet, *Getting repairs done*.

## Housing benefit

---

If you are claiming welfare benefits or have a low income, you can claim housing benefit to help you pay your rent. However, most full-time students and some people from abroad are not entitled to housing benefit.

If you are entitled to housing benefit, you may be paid an amount equal to your full rent or an amount towards it. The amount you get will depend upon your rent, your income, your savings, the size of the property and the number of people in your household.

Most tenants with private landlords will be paid housing benefit using the local housing allowance (LHA) scheme. You can find out what the standard LHA is for your size of property in your area, or the size of property you are looking for, by visiting the LHA Direct website at **[lha-direct.voa.gov.uk](http://lha-direct.voa.gov.uk)**

Local councils pay housing benefit. You can get more information from the council housing benefit office, from an advice service, from Jobcentre plus or the free Shelter booklet, *Housing benefit and local housing allowance*.

## Where to get further advice

---

This guide is only an introduction to the law. If your problem isn't covered or fully explained here, or you are having problems with your landlord, you can contact an adviser to discuss your situation.

An adviser may be able to help by:

- explaining the rights you have to stay in your home
- helping you claim housing benefit
- explaining complicated legal matters
- negotiating with the landlord on your behalf
- helping with practical issues, paperwork and court hearings.

You can get advice from a local Shelter advice service, or a Citizens Advice Bureau, or by contacting Shelter's free housing advice helpline on 0808 800 4444, or by visiting **[shelter.org.uk/advice](https://www.shelter.org.uk/advice)**

If you go to a solicitor for advice, you may be entitled to free 'legal help'. Many solicitors do not offer legal help, but you can get details of those who do from Community Legal Advice (see page 23). There is a 'means test'. You will qualify for legal help if you are on certain benefits or you have a low income. If the solicitor does not offer legal help, or you are not eligible for it, you will have to pay.

## Appendix 1: Budgeting forms

---

The following two forms can help you to understand how much money you have to pay your bills each month.

There is also a very helpful online budget calculator on the Financial Services Authority's MoneyMadedclear website at [tinyurl.com/362saqq](http://tinyurl.com/362saqq)

### Budgeting forms

<b>Income per month</b>	<b>£</b>
Wages	
Child benefit	
Other benefits	
Child maintenance	
Student loans	
Other	
<b>Total</b>	

Outgoings per month	£
Rent	
Electricity/gas	
Water rates	
Council tax	
Insurance	
TV licence/satellite, cable etc	
Phone/Internet	
Mobile phone	
Credit card(s)	
Student and other loans	
Travel to work	
Car	
Child/children related expenses	
Child maintenance payments	
Food	
Toiletries	
Clothes	
Cigarettes	
Alcohol	
Going out	
Holidays	
Other	
<b>Total</b>	

## Appendix 2: Useful organisations

---

### **To contact Shelter**

You can call our free housing advice helpline on **0808 800 4444**. (The helpline is open from 8am to 8pm on Mondays to Fridays and from 8am to 5pm on weekends. Calls are free from UK landlines and main mobile networks.) We can provide minicom or interpreting services if required.

Visit [shelter.org.uk/advice](http://shelter.org.uk/advice) for information about your housing rights and details of our local advice services.

### **Advice UK**

6th Floor, 63 St Mary Axe  
London EC3A 8AA  
020 7469 5700  
[mail@adviceuk.co.uk](mailto:mail@adviceuk.co.uk)  
[www.adviceuk.org.uk](http://www.adviceuk.org.uk)

### **Citizens Advice**

To find details of your local bureau go to [www.citizensadvice.org.uk](http://www.citizensadvice.org.uk)

### **Community Legal Advice**

To find a solicitor, use the CLA Directory at:  
[www.unitylegaladvice.org.uk](http://www.unitylegaladvice.org.uk)  
To get free initial advice, call the helpline on 0845 345 4 345

### **Directgov**

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

### **Housing Rights Service**

(Northern Ireland)  
4th Floor, Middleton Buildings  
10–12 High Street, Belfast BT1 2BA  
028 9024 5640  
[www.housingrights.org.uk](http://www.housingrights.org.uk)

### **Jobcentre Plus**

Contact this Government agency to make a claim for benefits.  
0800 0 55 66 88  
[www.jobcentreplus.gov.uk](http://www.jobcentreplus.gov.uk)

### **Law Centres Federation**

020 7842 0720  
[info@lawcentres.org.uk](mailto:info@lawcentres.org.uk)  
[www.lawcentres.org.uk](http://www.lawcentres.org.uk)

### **National Debtline**

0808 808 4000  
[www.nationaldebtline.co.uk](http://www.nationaldebtline.co.uk)

### **Residential Property Tribunal Service (RPTS)**

0845 600 3178  
[www.rpts.gov.uk](http://www.rpts.gov.uk)  
(The umbrella organisation for five regional offices that operate as Rent Assessment Panels.)

### **Shelter Cymru**

25 Walter Road, Swansea SA1 5NN  
0845 075 5005  
[sheltercymru.org.uk](http://sheltercymru.org.uk)

### **Shelter Scotland**

Scotiabank House  
6 South Charlotte Street  
Edinburgh EH2 4AW  
0344 515 2444  
[shelter.org.uk](http://shelter.org.uk)

## Until there's a home for everyone

In our affluent nation, tens of thousands of people wake up every day in housing that is run-down, overcrowded, or dangerous. Many others have lost their home altogether. The desperate lack of decent, affordable housing is robbing us of security, health, and a fair chance in life.

Shelter believes everyone should have a home.

More than one million people a year come to us for advice and support via our website, helplines and national network of services. We help people to find and keep a home in a place where they can thrive, and tackle the root causes of bad housing by campaigning for new laws, policies, and solutions.

Visit [shelter.org.uk](http://shelter.org.uk) to join our campaign, find housing advice, or make a donation.

We need your help to continue our work.  
Please support us.

88 Old Street  
London  
EC1V 9HU

Tel: 0300 330 1234  
[shelter.org.uk](http://shelter.org.uk)