

## United Kingdom

*Disclaimer: The information is for general guidance on your rights and responsibilities and is not legal advice. If you need legal advice or more information, please contact an adviser or solicitor.*

For most accommodation bookings that last for more than 6 months, you sign an Assured shorthold tenancy (AST) agreement or equivalent with the landlord or the property agency. There should be 2 identical copies of the contract - one for you, and the other for the landlord.

Often there is a lot of information in the contract and it's difficult to digest, so here is a checklist of items to look out for when signing your AST.

Assured shorthold tenancy - what to look for in the agreement?

	Standard	Employee Checklist
Parties	<ol style="list-style-type: none"> <li>1. Your name, post tenancy address &amp; contact details</li> <li>2. Landlord's name, address and contact details</li> </ol>	
Flat	Full exact address of your accommodation	
Terms	Your move-in & move-out date	
Rent	Amount & monthly due date	
Security Deposit	<ol style="list-style-type: none"> <li>1. Amount usually is 4-6 weeks rent, returned to tenants within 10 days after move-out and amount agreed</li> <li>2. Inventory - establish what's in the accommodation and their conditions</li> <li>3. Which Tenancy deposit protection (TDP) scheme is it saved in</li> </ol>	
End of tenancy	Notice Period is usually 1-2 months	
Break Clause	<p>Usually 2-month notice to vacate accommodation after 6 months without penalties.</p> <p>For example if you move in on January 1st, you can give notice</p>	

	on July 1st to leave on September 1st.	
Bills	<p>Tenants usually are responsible for:</p> <ol style="list-style-type: none"> <li>1. Gas</li> <li>2. Heating</li> <li>3. Electricity</li> <li>4. Water</li> <li>5. Telephone &amp; Internet</li> <li>6. Council Tax (sometimes landlord is responsible)</li> </ol>	
Extra fees	<p>Might include:</p> <ol style="list-style-type: none"> <li>1. Check-out/Inventory fee</li> <li>2. Administrative fee (for modifying contracts)</li> <li>3. Penalties if you breached the agreement</li> </ol> <p>Typically it shouldn't be more than £150, but it varies depending on locations.</p>	
Sublets	Usually requires written consent of the landlord	
Maintenance	<p>You're responsible for maintenance and daily upkeep of accommodation</p> <p>You'll pay for lock &amp; key change due to lost keys</p>	
Repair	<p>You're responsible to report any damage or repair to the landlord.</p> <p>Landlord is responsible for repair due to wear and tear</p>	
Pets & Smoking	<p>Usually requires landlord written consent</p> <p>Remove clause if individually negotiated</p>	
Legal Rights	Landlord must have legal rights to rent out the accommodation	
Safety	Landlord must have appropriate gas safety and electricity certificates	

Insurance	Landlord must have insurance on accommodation (but personal possession not covered)	
Access	Landlord must give notice to tenants before accessing accommodation	
Structural Maintenance	Landlord must provide repair for: <ol style="list-style-type: none"> <li>1. Structure &amp; exterior of accommodation</li> <li>2. Pipes, drainage &amp; sewers</li> <li>3. Heating &amp; boilers</li> <li>4. Baths, sinks &amp; toilets</li> <li>5. Electrical outlets</li> </ol>	

The Autumn Statement 2016 stated that **the government is planning to ban agency fees** but this is still in its consultation stage and will not be made into law until **at least end of 2017**.

**Student council tax exemption:** Only for full time **UK & EU students**. Students from outside the EU are not exempt from Council Tax. All the occupants in the household have to be students to be eligible.

- **Parties:** your name, post tenancy address, contact details and the landlord's
- **Flat:** the exact address of the accommodation you'll be staying at
- **Terms:** Your move-in and move-out date
- **Rent:** The amount and its monthly due date
- **Security Deposit:**
  - Amount and when will it be returned
  - It should specify which Tenancy Deposit Protection (TDP) scheme will your deposit be entered. There are three in England and Wales:
    - **Deposit Protection Service** (Custodial and Insured)
    - **MyDeposits**
    - **Tenancy Deposit Scheme**
    - (**Scotland and Northern Ireland** have separate TDP schemes)
  - You should always complete an inventory report with the landlord/agency to confirm what fixtures, furniture and appliances are in the accommodation and their conditions on arrival
- **End of Tenancy (& Break Clause):** The notice period you have to give to the supplier to vacate the accommodation (usually 1-2 months)
- **Your obligation:**
  - The bills that you're responsible for; usual bills include: gas, heating, electricity, water, telephone and Internet, and council tax, although council tax sometimes is covered by the landlord
  - Any extra cost you need to pay- inventory fee, check-out fee, cleaning fee etc
  - Typically you're responsible for the maintenance and daily upkeep of the accommodation
    - Wear and tear of items in the accommodation should be covered by the landlord
  - Typically pets and smoking are not allowed, if you agreed otherwise with the supplier, make sure they remove the clause
  - Report any damages and repair promptly to the landlord
- **Landlord's obligation:**
  - They have the legal rights to rent
  - They have the required electric and gas safety certificates
  - They have insurance for the accommodation (not for your possessions)
  - They cannot access the flat without notifying the tenants
  - They pay for any outgoings around the house (unless specified otherwise in contract) - Legally they have to keep repair/order on a) structure and exterior of the house (pipes & drains included); b) heating and boilers; c) baths, sinks, toilets and d) electrical outlets
  - They have to refund if the accommodation becomes uninhabitable.