

House-hunting in Portsmouth

Your essential guide



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Introduction

The Student Housing Department has designed this booklet as a step-by-step guide on how to find a house in Portsmouth and what it means to be a tenant. We have tried to highlight the issues that you may face when searching for, and living in, rented accommodation.

The **Where to look, Where do you want to live?** and **What you should look for in a house** sections highlight issues that you will have to consider when searching for a property in Portsmouth.

Once you have found suitable accommodation you may find the **When you've found a house you like** section useful. It highlights issues such as deposits, inventory and contracts.

Contracts gives details of the main points of a tenancy agreement. The section called **When you've moved in** gives details on a number of areas including repairs, television licences, harassment, council tax and neighbours.

At the end of your tenancy tells you about leaving the property and the return of your deposit.

The section on **Lodgings** will help if you want to live with a family or homeowner.

Finally, the **Useful contacts** section at the end of the book gives details of well known utility companies and other contacts we felt might be helpful.

This can be a fun and exciting time and we hope you enjoy living in Portsmouth.

Where to look

A good place to start your search is the Student Housing Department. Student Housing is the University of Portsmouth's accommodation office and is open all year round. Situated in the Nuffield Centre, St Michael's Road, the office is open between 9.30am and 5.00pm Monday to Thursday, and 9.30am to 4.00pm on Fridays.

Student Housing produces lists of private sector accommodation available in Portsmouth. These are updated daily and are available free of charge from the Student Housing Office and are also available to download from **<http://housing.port.ac.uk>**. In order to advertise on these lists, landlords have to meet registration criteria set by Student Housing. The main criteria are listed on the housing list and full details are available upon request. You may also check our noticeboard containing details of properties to let and students looking for housemates.

Where else can I look?

You can also try looking at adverts in the local newspaper, *The News*, or the local free ads. Alternatively, you may wish to approach an accommodation agency. These act on behalf of private landlords and let flats, houses and bedsits. If you are thinking of approaching an agency, it is important that you remember the following:

- what are you paying for
- get receipts
- all agreements should be in writing
- get a copy of what you sign
- any extra terms and conditions
- see safety certificates
- get an inventory
- know your rights and responsibilities
- if you don't understand it, don't sign it

It is illegal for an agency to charge for simply registering someone or supplying a list of addresses.

Please note that Student Housing are not affiliated with or endorse any letting agencies. Any contract entered into will be between yourself and the agent and/or the owner of the property.



Where do you want to live?

Portsmouth is an island about four miles long and three miles wide. Within the confines of the city the different areas vary greatly in character.

Southsea

The main student area of Portsmouth, Southsea has a mixed residential community. It is within easy reach of the Guildhall Campus and is served by local bus routes (Nos. 17 and 18). Covering the southern tip of the island, Southsea has a good mix of student houses, converted flats and bedsits.

This area offers all the facilities a student needs: supermarkets, launderettes and banks, as well as medical and dental practices. The main shopping area is Palmerston Road, which offers a range of specialist shops and department stores.

Southsea is a seaside resort and its seafront offers an abundance of attractions: the beach, two piers and Southsea Common. Southsea, unsurprisingly, is the focus for the majority of nightlife with a variety of café bars, pubs,

wine bars, restaurants and nightclubs, with the Gunwharf Quays development a short walk or taxi ride away and the vibrant Albert Road area close to the main student residential areas. Southsea is approximately one to two miles from the Guildhall Campus.

Eastney

Located at the eastern end of Southsea, Eastney is predominantly residential and offers good quality housing. Unlike Southsea, with its mix of flats and houses, accommodation in Eastney is limited mainly to shared houses. It has a few amenities including a handful of local pubs, but is nevertheless close to local shops and transport links. Eastney is approximately two miles from the Guildhall Campus.

Milton

Eastney's neighbour, Milton, is on the eastern side of the city of Portsmouth. The available accommodation is shared houses and lodgings. Amenities are limited to local shops and pubs. A free University bus service links the Milton area with the Guildhall Campus and runs every half an hour Monday–Friday during term-time. Milton is approximately two miles from the Guildhall Campus.

Fratton

Fratton is located within easy reach of the Guildhall Campus and offers a variety of housing. With its mix of shared houses and lodgings, Fratton is an ideal alternative for students wishing to live outside Southsea. It has a good shopping area with a supermarket and a variety of local shops. Nightlife, however, is limited to a few pubs and a large assortment of take-away restaurants. Fratton station is on the main railway line to London with easy connections to the Midlands and West Country.

Old Portsmouth

Old Portsmouth is the original and historic site of the city. It is a very well kept and quiet part of the city, and accommodation is generally of good quality. As a result, it is an expensive area and student accommodation is limited. Old Portsmouth is about a mile from both Southsea and the city centre and is approximately half a mile from the Guildhall Campus.

Other districts of

Portsmouth

Most University students find themselves accommodation in the above areas although some choose to live further afield. Other districts which are mainly residential or commercial and offer limited student accommodation are North End, Buckland, Copnor, Hilsea, Landport, Portsea and Stamshaw.

Off the island

Gosport, Hayling Island, Cosham, Drayton/Farlington, Paulsgrove and Wymering are all within five miles of Portsmouth.

Types of accommodation

Once you've established which area you want to live in you need to decide on the type of accommodation you're looking for. Some students want to share a house whilst others prefer to have their own flat and some like to live with a family. The different types of accommodation offer varying amounts of responsibility and flexibility.

The three main types of accommodation let to students in Portsmouth are:

Shared houses

The most common type of accommodation in Portsmouth, shared houses range in size from three bedrooms up to ten bedrooms plus. The average size property tends to be either four to five bedrooms in size. Houses are offered for rent for nine to ten months of the year, generally through private landlords or agencies. Rents are normally advertised per person per week, although most landlords expect to be approached by a group of students.

Each student rents a bedroom in the house whilst sharing the kitchen, bathroom, toilet and other facilities. You will be expected to sign a tenancy agreement which may be an individual or joint contract. Whilst the majority of shared households work perfectly well, you must make sure that you're happy to live with your friends – agree house rules before you live together, respect each others privacy and property, and above all make sure you do your fair share of the chores!

Lodgings

These are rooms in private houses where the homeowner or a member of their family lives on the premises. They are normally family households, although some owners are students themselves. Some owners will take in more than one student. House rules can vary considerably, so it's best to talk these over with the owner before deciding to take the room. Lodgings may be a good choice for those on a tight budget because rent is paid weekly in most cases and it may be possible to negotiate a reduction in rent for vacation periods. Apart from telephone bills, there should be no further bills to pay.

Flats and bedsits

Flats are usually self-contained (your own front door and facilities), whilst bedsits may involve sharing a bathroom and/or kitchen and other facilities. Please note that there are a limited number of flats available in Portsmouth for students and this type of accommodation can be very expensive.



What you should look for in a house

Fill in the details of houses as you view them and use this information to help you choose your best option. Firstly, don't panic! Don't accept the first house you see – try and view several houses before you make a final decision because once you've signed a contract for a house it's difficult to break it.

About the house

1. Address of the property
2. Name of the landlord and contact number
3. Is the property in a good state of repair?
4. Do the windows shut properly?
5. Are they likely to leak?
6. Are the guttering and roof tiles in good condition?
7. Do the doors lock properly?
8. Is there a communal area?
5. Is there adequate escape from a fire?
6. Does the house have central heating? If it does, does the thermostat work?
7. If there is no central heating, what heating is provided?
8. If gas or electric, do the heaters work?
9. Are there any smoke detectors?
10. Is there a carbon monoxide detector in place if there are gas-fired appliances present?

The condition of the property may give you an indication of the response to any repair requests.

All rooms

1. Are there any loose wires or dangerous looking fittings?
2. Does the furniture comply with fire regulations?
3. Is there enough furniture?
4. Is the furniture in a good and usable condition i.e. not broken or in poor appearance?

Kitchen

1. Is there running hot and cold water?
2. Do the cooker and fridge appear to be in safe working order?
3. Is there enough work and cupboard space?
4. Are cleaning and cooking utensils provided?
5. Are there any fire extinguishers or fire blankets?

6. Is there a washing machine provided?

Bathroom

1. Is there any damp or mould?
2. Do the taps work?
3. Does the toilet flush?
4. Does the shower curtain/door stop the water leaking on to the floor?
5. Is there sufficient ventilation?

Bills

1. Are the bills to be paid by the tenants?
2. How much are the bills likely to be?
3. Are the bills to be paid quarterly?
4. Are any of the bills included in the rent?
5. Are there any card/key meters?

Rent and contract

1. How much is the rent?
2. When and how is it to be paid?
3. Is the rent paid separately or as a group?
4. How long is the contract for?
5. How much is the deposit?
6. How will my deposit be protected?

Before moving in

1. Have you seen a Gas Safety Certificate?
2. Is there an inventory? If one is not provided, complete your own with accompanying photographs and agree it with the landlord.
3. Does the inventory state the condition of the items?
4. Will damaged items be repaired before you move in? Make sure you get in writing anything that the landlord states will be repaired or replaced before you sign a contract.

General

1. Are there any restrictions to having visitors/pets/posters?
2. Is there a storage area for bikes?
3. Are rubbish and recycling bins provided?
4. Have you asked the previous tenants what the property is like to live in?

Check things carefully before committing yourself to a property. If there is anything you are unhappy with or anything wrong with the property, inform the landlord in writing and keep a copy for yourself.

When you've found a house you like

Deposits

Once you have found a house or flat that you like, you will usually be expected to sign a contract and pay a deposit to the landlord. It is worth noting that there are two types of deposit that a tenant may be asked for. They are a holding deposit and a damage deposit. When you pay any form of deposit ensure that you get a receipt.

Holding deposit

This is a sum of money paid to the landlord or accommodation agency to guarantee that the prospective tenant wishes to take up the tenancy. You should not pay a holding deposit unless you are certain that you will sign the contract. If you agree to pay a holding deposit and then decide not to sign the contract, the landlord or agency is entitled to keep the deposit.

Damage deposit

This form of deposit is usually paid to the landlord at the same time as you sign your tenancy agreement. It is used to safeguard against any damage caused to the property beyond normal wear and tear, and, if specified, against any unpaid rent and bills.

Tenancy Deposit Protection (TDP) Scheme

April 2007 saw the launch of the Government's Tenancy Deposit Protection (TDP) scheme. It was conceived to make sure tenants' deposits are protected.

The scheme means that:

- tenants get all or part of their deposits back, when they are entitled to it
- any disputes between tenants and landlords or agents will be easier to resolve

There are three government-authorised tenancy deposit schemes offering tenancy deposit protection. If the tenancy is an assured shorthold tenancy, then the landlord will need to place your deposit in one of these schemes. They will need to let you know details of which scheme the deposit is being protected in within 14 days of taking the deposit.

Your landlord needs to tell you:

- contact details of the tenancy deposit scheme selected
- their contact details or those of the agent
- how to apply for release of the deposit
- information explaining the purpose of the deposit
- what to do if there is a dispute about the deposit

If your landlord has not done this you can:

- remind your landlord that it is a legal requirement
- apply to the local county court which can:
 - order the deposit to go into a scheme
 - order the landlord to repay three times the deposit amount back to you

For more information:

- Please contact or visit the Student Housing team
- Government information – www.direct.gov.uk/en/TenancyDeposit
- Shelter – <http://england.shelter.org.uk>
- Citizens Advice – www.adviceguide.org.uk

Retainers

Many landlords will reserve a room or a property for you at a reduced rent over the summer months. Some will allow you to live in the accommodation during this time, others will not. The retainer is a sum payable for reserving the accommodation and is non-refundable, regardless of whether you live in the accommodation or not. Retainers are more commonly asked for by lodgings landlords to reserve an individual room in their home.

Condition of the house

Think carefully before committing yourself to a tenancy – the house may be in a great location, but that's not to say that your time there will be as good. Look around carefully for any outstanding repairs and if possible speak to the current tenants and get their opinion of the house and landlord.

A property in a poor state of repair may be an indication of the landlord's management. If any work is necessary, make sure you request that this is completed before you move in, notifying the landlord in writing and keeping a copy of the letter for yourself. Ask the landlord to write back to you and confirm that the work will be completed by the start of your tenancy.

Safety – what to look for

It is very important that you consider the following when viewing:

Gas

It is a legal requirement that all gas appliances, including cookers, fires and boilers, are inspected annually by a registered Gas Safe engineer. It is important to check that the appliances have been inspected and that the landlord provides you with a copy of the Gas Safety Certificate. Landlords are required by law to keep a copy of the safety record and show this to tenants upon request.

Fire

All furniture and furnishings supplied by a landlord, whether old or new, should comply with the 1988 Fire Safety Regulations. Check to see that the furniture provided displays a fire safety label. If it does not comply with these regulations, demand that the landlord replaces the furniture.

Make sure that smoke detectors are fitted and that they are in working order. Try and test them if you can.

Means of escape

When viewing properties, it is of utmost importance that you ensure there is adequate means of escape from a fire. You must ensure the landlord provides keys for all lockable windows, doors and any access to means of escape are clear. You should look whether there is a fire door to the kitchen and the lounge, particularly in properties above businesses such as restaurants. Contact Portsmouth City Council Environmental Health and Trading Standards departments who can give you further details on means of escape.

If you have any doubts about fire safety, contact the Fire Safety Education Department or visit www.hantsfire.gov.uk. Alternatively, contact Portsmouth City Council Trading Standards department who can enforce the 1988 Fire Safety Regulations.

Electricity

Accidents with electricity are rare, but when viewing a property it is worth checking for the following:

- flexes/cables – look out for wear, damaged, loose connections
- overloading – ideally there should be one socket for every appliance
- sockets – ensure that there are enough for your appliances
- electrical appliances – check that all are in good working order and where possible, been PAT tested
- electrics – ask the landlord if he has had the electrics tested and certified



Security

When viewing houses it is important to consider the security of the property. If you are unhappy about the security arrangements, ask the landlord to make any necessary changes before you sign an agreement, as it can be difficult to get work done once you've moved in. Also make sure you consider the area that the property is in, although there are few areas in Portsmouth where you would need to be overly concerned about your safety. It is worth considering the following:

- ground floor windows and those near to flat roofs are particularly vulnerable
- external doors should have adequate locks, preferably mortice/ deadlocks
- doors and windows should be in good condition – rotting wood is much easier to force
- access from side paths into back yards should be restricted – ideally fitted with a secure gate

As in any major city, it is always a good idea to think about where you are and what you are doing because you can put yourself at risk if you don't. The safety points listed below are only guidelines. For more detailed advice, visit www.crimereduction.gov.uk.

- If you are at home on your own do not let strangers in. Ask to see formal identification of all 'official' callers such as representatives from gas and electricity suppliers, meter readers and council officials etc.
- Think about your personal safety – try to stay with friends when travelling around the city, especially at night.
- Remove all valuable items during the holidays.
- If your front door requires a key to secure it from the outside, then make sure this is done even if you are in the house.
- Do not leave downstairs windows open if everyone is upstairs and make sure all windows are shut when everyone is out.

Insurance

Many landlords will request that you have sufficient insurance to cover accidental damage to their possessions (including furniture and property). It is advisable that you take, at least, the minimum amount of cover you can afford. When considering insurance you should:

- Shop around – some insurance companies have higher excesses than others. Try to find a policy designed especially for students.
- Read the policy carefully, making sure that you know what is covered and what is not.

Inventory

An inventory is a list of the furniture and furnishings within the property and should describe the condition of each item listed, including the wall and floor coverings. It is very important that an inventory is compiled, either by yourself or the landlord, as this will often be the only evidence of the condition of the property at the start of your tenancy.

If the landlord will not provide you with an inventory, compile one yourself and get someone to witness and agree its contents. Without an inventory it is difficult to prove that you did not damage the property and could mean there is a dispute over getting all or part of your deposit back at the end of your tenancy.



When compiling an inventory it is essential that you:

- State the condition of every item in the property. If the inventory does not describe the condition of a particular item, it would be wise for you to do so – we suggest using terminology such as new, fair, poor, scratched, torn and stained.
- Back it up with photographic evidence. This can be crucial if a dispute occurs.
- Note the gas and electric meter readings.
- Get the landlord to agree to and sign the inventory.
- If the landlord refuses to sign the inventory, get an independent witness to do so.

A specimen inventory is available free of charge from Student Housing.

Contracts

When you have found a property that you are happy with, you will be expected to pay a deposit and then sign a contract. A contract is a legally binding document. Once you have signed a contract you do not generally get the chance to change your mind. You should not feel pressured into signing straight away – it is quite common for landlords to say that they have got several groups waiting for the house, but this may not always be true. Always ask to see a copy of the contract before agreeing to sign. Contracts will be dealt with in the next chapter. Always remember:

- do not sign anything you do not understand
- seek advice before signing
- ask for 24 hours to read through any contract
- be wary of owners/agents who want you to sign on the spot
- think before you sign

Details of tenancy

Find out how much the rent is, when it is payable and what bills are included. When you see a monthly rental figure advertised it generally means 'per calendar month' (pcm), although it is advisable that you confirm this with the landlord. Monthly rents that are not per calendar month can work out more expensive, particularly if the landlord has calculated the rent on a four-week month. If the rent is advertised as a weekly figure and the landlord wants you to pay monthly, it is worth calculating it yourself to ensure that you are paying no more than you should be. The best way to do this is to multiply your weekly rent by 52 and then divide by 12 to get 12 equal monthly payments.

Contracts

This is a very specialised area of the law and you should be aware of what you are committing yourself to before signing. This is a brief guide to contracts. If you need any further information, please seek professional advice. Student Housing is a good place to start.

Do I need a contract?

Your landlord is not required to provide a written tenancy agreement, but you should ask for one. A written contract is preferable because it states the terms and conditions of the tenancy. This is crucial in case of a dispute.

Types of tenancy

The most common type of agreement is the Assured Shorthold Tenancy (AST). Landlords occasionally use an Assured Tenancy – the main difference between the two is in the way in which the landlord can gain possession of the property.



What to look for in a contract

Fixed term

The majority of agreements will be for a fixed term, generally of nine to ten months. Once you have signed a fixed-term agreement, you are obliged to pay rent to the landlord for the duration of the tenancy. Likewise, the landlord is bound by the fixed term on the contract. Occasionally, a break clause is included in a contract whereby either landlord and tenant or just the landlord, are able to give notice during the tenancy to bring it to an end. Such clauses are rare, although they can be beneficial. Some fixed-term contracts will state a 'minimum fixed term'. In such cases it is advisable that you give your landlord at least one month's written notice (or however much is stated in your agreement) prior to the end of the tenancy. Failure to give adequate notice can result in the landlord holding you responsible for a further month's rent (or until sufficient notice has been received).

Joint and several liability

You may be asked to sign a joint tenancy. This is perfectly legal, but you should be aware of the implications before signing this type of contract. Although a joint tenancy will give a group of tenant's equal rights it also means that they have to share responsibilities. This usually means covering the rent if someone leaves before the end of the tenancy. Taken to extremes it could mean that a single student is left paying the rent for the whole house! The remaining tenant would then have to pursue those that have left for outstanding rent.

Individual agreements

If possible, ask your landlord for an individual contract. This means that you cannot be held liable for anyone else's rent and your contract should be individual to you and your room. You will, however, share responsibilities with the other tenants for the communal areas of the property.

Guarantors

The landlord may ask you to provide a guarantor. This is generally a parent or guardian who is willing to guarantee your rent payment and general obligations of the tenancy. Be careful if you have a joint contract – your guarantor can be held jointly responsible for the payment of rent for the whole property.

Landlord's name and address

Always check that the landlord's name and address is clearly shown on the agreement. You are entitled to know this information. If a landlord (or agent) refuses to provide this information, question why – the best advice is not to sign the agreement.

Name(s) of the tenant(s)

If you are signing a joint contract, all tenants' names should appear on the contract. If the contract is individual then only one person should be named as tenant and the rent should be for one person.

Property address

Always check that the full address of the property is entered on the agreement and that it is correct.

Rental amount and frequency of payment

The rent shown on the contract should be the amount you have agreed to pay. If the rent is payable monthly but was advertised as weekly, make sure that this sum has been calculated correctly and that you are not paying more than you should be. The date that the rent is due should be stated on the contract, as should the rental period.

Method of payment

If possible, request that you pay the rent monthly, either by cheque or standing order. Payments in cash are strongly discouraged. It is quite common for landlords to request post-dated cheques – it is worth remembering that should you need to cancel a cheque for any reason you will probably incur a charge from your bank for doing so. It is also worth remembering that a landlord may be less motivated to resolve problems during the tenancy if the rent has already been paid. However you pay your rent, ask for a receipt for payment.

Subletting

Subletting clauses are quite common and most will forbid any form of subletting without prior permission from the landlord. Subletting occurs when the tenant allows others to move in. As a general rule only those named on the agreement can reside at the property.

Landlord's access

The landlord should only enter the property with your permission. This is usually only after prior notice of a minimum of 24 hours. You must give your landlord reasonable access to the property to carry out all necessary repairs. If your landlord fails to give you reasonable notice, you are able to refuse right of entry.

Eviction

A clause common to tenancy agreements is a 'forfeiture' clause. These imply that the landlord can regain possession of the property during the tenancy. Such clauses are generally misleading – this does not mean that if you are, for example, 14 days late paying your rent, the landlord can evict you from the property. The landlord has to get a court order for possession of the property and you must be at least eight weeks in arrears for this to happen.

Verbal agreements

Your landlord is not required to provide a written tenancy agreement. The verbal agreement you make when you agree to take the property constitutes the contract between landlord and tenant. Such arrangements may work, but it is advisable for you to ask for a written contract.

Problems may occur over issues such as deposit, rent and length of tenancy. A verbal agreement gives both landlord and tenant certain rights and obligations, in the same way a written agreement does, although terms and conditions are not so easily enforceable. A verbal agreement still offers the tenant a certain security of tenure – the landlord cannot bring the tenancy to an end before the first six months have expired, although a periodic tenancy (running weekly/monthly) can be brought to an end upon giving adequate notice (as generally agreed at the start of a tenancy).

If you do not have a written agreement, it is important that you keep a record of your rent payments – ask your landlord to complete a rent book.

You have the right to a written statement of terms. This must include the main terms of the agreement (date the tenancy began, the rent payable and dates of payment, rent review arrangements and the length of any fixed term that has been agreed). This must be applied for in writing and should be provided by the landlord within 28 days of the request.

When you've moved in

Registering with utilities

One of the first things to do when you move into a new property is to locate the meters. Take a reading and then inform the relevant utility companies. If you are liable for the water bills, it may be worth noting that Portsmouth has two water companies. This will result in two separate bills. Check the 'Useful contacts' section for some telephone numbers should you require them.

Inventory check

If your landlord provides you with an inventory, make sure that you check this as soon as you move in. Agree its contents or make any necessary amendments and return a copy to the landlord. If you are not given an inventory, produce your own and ask the landlord to agree its contents.

Television licence

If you have a television you will be expected to have a television licence – if you are caught without a licence you could receive a fine of up to £1,000.

If you've signed a joint tenancy agreement with your housemates, you'll only need one licence to cover all the television receivers in your house. So, it's a good idea to share the cost. If you've signed a separate tenancy agreement and you're taking a television receiver to use in your room, you'll need a licence of your own. As long as you buy your licence at the start of the term in October, you should be able to claim a refund for the unused months over the summer as long as this totals a completely unused quarter such as July, August and September. Contact TV Licensing on 0300 790 6071 for more details.

Council tax

Full-time students are exempt from paying council tax. Please ensure that you have informed your landlord that you are a full-time student and have provided them with your student identification number. For further information, contact Portsmouth City Council.

Visitors

You are responsible for your guests' behaviour. This includes noise levels and the cost of any damage which may occur.

Cleaning

Try to keep the property tidy – you will have to clean it eventually! Remember, an accumulation of rubbish could attract rats, mice or cockroaches. You may find it best to establish a cleaning rota, so you all have to do your fair share.

Maintenance

If the landlord or accommodation agency can show that the tenants have been negligent or have caused the damage themselves, then they are entitled to pass on the cost of the repair. If anything in the property ceases to function, break etc. during your tenancy, you must contact your landlord or agency as soon as possible.

Neighbours

Most student properties are terraced houses or flats. Due to the nature of their construction, sound travels very easily between properties and care should be taken to ensure that you do not disturb your neighbours. Remember that heavy footsteps, loud music and late night gatherings will cause distress to your neighbours. When you move into the property why not introduce yourself to your neighbours – you'll be surprised how such a simple act can establish a good relationship and help to maintain good community relations. Ask your neighbours to let you know if noise levels from your house

disturb them. If they approach you, be responsive to their requests. Remember that it is your responsibility to ensure that you and your guests do not cause any unnecessary disturbance or distress to other people living around you.

Student and Neighbour Liaison Service

The Student and Neighbour Liaison Service is based in Student Housing, which is located on the second floor of the Nuffield Centre. This service acts as a link between students, their neighbours and other members of the community and helps with various problems that can arise. Please behave considerately towards your neighbours, otherwise you may have to account for your actions.

Repairs

All private tenants have rights to repair, whatever type of contract they have. The landlord must meet these obligations regardless of what is written in the agreement. Such obligations are rarely included in agreements.

Landlord's responsibilities:

- keep in repair the structure and exterior of the house
- keep in repair the installations for the supply of water, gas, electricity and sanitation
- keep in repair and working order the installation for the provision of heating and water heating

Likewise a tenant has certain obligations:

- take proper care of the property – avoid damaging the property at all times
- take proper precautions to ensure that the property is protected during absence
- undertake minor maintenance – this includes changing light bulbs, replacing blown fuses and unblocking sinks
- keep the property clean, including fixtures and fittings
- notify the landlord of the need for repairs promptly

If a repair becomes necessary:

- notify the landlord immediately, advisably in writing
- be reasonable with your request and how long it will take to repair – you should allow 28 days for non-urgent repairs, while urgent repairs should be attended to within one to two days
- if your landlord fails to carry out the repairs, you should seek advice from Student Housing or the Environmental Health department at the local council (see useful contacts in the back of this book)

Access to property

You must give the landlord reasonable access to the property to carry out all necessary repairs. You do, however, have the right to reasonable notice (a minimum of 24 hours). If your landlord fails to give you reasonable notice, you are able to refuse right of entry.

Harassment and illegal eviction

It is a serious criminal offence for a landlord or any individual to harass a tenant. Harassment can take many forms including unauthorised entry, threatening eviction without following legal procedures and disconnection of services.

As a tenant you have a certain security of tenure – you cannot be forced to leave your home without a court order. Examples of illegal eviction include being physically thrown out of your home, locks being changed whilst you are out and being denied access to your home.

If you think you are being harassed, keep a log of the events, try to get an impartial witness and consult with Student Housing who may be able to offer advice or mediation.

If you feel the harassment is serious, then call the police, especially if you are verbally or physically threatened.

At the end of the tenancy

When a tenancy comes to an end the landlord can gain possession of the property providing they have followed the proper procedures. The majority of students will rent a property for the length of the academic year and not require an extension of their contracts. If you agree with your landlord to an extension of the tenancy, it will probably be extended on the same terms and conditions of the original agreement, unless otherwise agreed.

Ensure that you notify the utility companies at the end of your tenancy and close the accounts. Many landlords will request that you provide them with receipts to show that the accounts have been settled.

At the end of your tenancy, check whether you are leaving the property and its contents in the condition in which they were let to you, allowing for fair wear and tear. Also make sure that your rent is up-to-date and that you have paid any outstanding bills.

From April 2007 it became mandatory for all damage deposits received by a landlord to be protected within a tenancy deposit scheme. Once you have agreed with your landlord or agent how the deposit should be returned, in full or in part, it must be paid back within ten days of the scheme being notified. In the case of a dispute, it must be paid back within ten days of the scheme being notified of the decision made by the Alternative Dispute Resolution (ADR) service or the court.

Check the information your landlord or agent gave you at the beginning of your tenancy for details of the scheme.

Lodgings

Lodgings are rooms in private houses where the landlord or landlady lives on the premises. They may be family households, although many are offered by single people, often fellow students. Accommodation is offered either on a room-only or half-board basis with rents calculated weekly. The weekly rent should include the cost of heating, lighting and hot water.

All rooms advertised on our lodgings list have been inspected by a member of staff from Student Housing.

Contracts

You should not generally be expected to sign a contract. Student Housing asks that any landlord advertising on our lodgings list does not ask you to sign any form of contract committing you to a fixed term in the property. You should expect to agree to, and perhaps sign, basic house rules.

If you are asked to sign a contract, think carefully before agreeing to sign. Lodgers cannot technically be called 'tenants'. A tenant is someone who has exclusive possession of a property and can exclude others from it. A lodger is otherwise known as a licensee, which is someone who has the permission of the homeowner to live in the property.

If a landlord grants a tenancy but is resident at the property, the tenancy cannot be assured or assured shorthold. It will generally be held by licence. It is important that you check the length of term on the contract. If it is for a fixed term, you will generally be held liable for rent for the whole period. If possible ask the landlord to insert a notice or break clause. This will allow either party to give notice to break the agreement if necessary.

Deposits

You will generally be asked to pay a small deposit when you move in. This is generally equivalent to two weeks rent, although there is no set amount. Ensure that you get a receipt for your payment. Please note that as you are classed as a lodger or licensee, your deposit is not liable for protection under the Deposit Protection schemes.

Leaving

It is important that you agree notice periods before you move into the property. If possible get this in writing to avoid further complications. You might agree to give notice equivalent to one rental period, which may be either one week or one month. If you have not agreed notice terms, you should expect to give either 28 days or one rental period as notice, whichever is longer.

If you leave without giving reasonable notice, your landlord is entitled to claim rent in lieu of notice. The resident landlord always has the right to possession of their property and can evict you without going to court, provided that they have served you sufficient notice.

Useful contacts

Student Housing

The Nuffield Centre, St Michael's Road, Portsmouth

T: 023 9284 3214

F: 023 9284 5900

E: student.housing@port.ac.uk

W: www.port.ac.uk/accommodation

Daily housing list, lodgings list, advice on accommodation matters

UPSU Information and Advice Centre

Cambridge Road, Portsmouth

T: 023 9284 3640

W: www.upsu.net

Advice and referral to appropriate agencies

Student Finance Centre

The Nuffield Centre, St Michael's Road, Portsmouth

T: 023 9284 3014

E: student.finance@port.ac.uk

W: www.port.ac.uk/money

Access funds/loans, student loans, advice

Student and Neighbour Liaison Service

T: 023 9284 3214

E: student-neighbourliaison@port.ac.uk

W: www.port.ac.uk/neighbours

Acts as a link between students, their neighbours and other members of the community

Portsmouth City Council

Housing Department, Civic Offices, Guildhall Square, Portsmouth

T: 023 9283 4092 (general enquiries)

023 9283 4215 (landlord and tenant issues, housing conditions)

W: www.portsmouth.gov.uk

Housing advice, environmental health and trading standards advice

Utility companies

Not sure who supplies your gas or electricity? The following numbers might be of use to you to find these out:

Electricity Supply: 0845 601 5467

Gas Supply: 0870 608 1524

There are a number of energy companies to choose from. The well known ones are:

Southern Electric – electricity and gas

T: 0845 744 4555 (electricity)/ 0845 758 5401 (gas) (local rate calls)

British Gas

T: 0800 048 0202 (enquiry line)

If you smell gas or you think you may have a gas leak somewhere, you should call the National Grid Gas Emergencies (formally Transco) on 0800 111 999

Southern Water (sewage)

T: 0845 270 1508 (local rate calls)

Portsmouth Water (supply)

T: 023 9249 9888

With regards to telephone, television and broadband, there are a number of great packages around depending on what your requirements are. For impartial advice on the best packages around (including gas and electricity), go to www.uswitch.com or www.moneysupermarket.com.

Please note

This booklet is not intended to provide an authoritative interpretation of the law or to cover all aspects of housing law, but is to be used as a general guide to living in the private sector.



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