

SU ADVICE



QUEEN'S  
STUDENTS'  
UNION

# HOUSING ADVICE GUIDE

A huge concern for students during their time at University is finding accommodation and any issues they may face whilst living there.

One thing to keep in mind when searching for accommodation is not to rush your decision - there are plenty of houses available! Don't be afraid to ask questions. Housing law is not always straightforward. Seek advice if you are unsure.

**We hope that our Housing Advice Guide will provide guidance and information that you may find useful if you find yourself in an unfortunate situation concerning housing.**

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# TENANCY AGREEMENTS

Within 28 days of your tenancy being granted you should be provided with the tenancy notice information. This means that you should have the terms of your tenancy agreement presented to you. This is now a legal requirement in Northern Ireland and if your landlord does not provide this, you should make them aware of this. Any landlord who tries to create a tenancy agreement with you without a written contract should be considered with caution.

## Legally Binding

It is important that you always carefully read and make sure you understand the contract you are signing.

If you find yourself confused or unsure about any aspect of the contract, you should always have this double checked before signing it. You may feel uncomfortable or pressured to sign on

the day, but don't let this encourage you to do so.

If you have questions, ask the letting agent or landlord before you sign, or feel free to bring the contract to SU Advice and we will do our best to confirm your understanding of the agreement.

## Joint Tenants and Liability

If you sign a tenancy agreement with a group and you all sign the same agreement, you are entering a joint tenancy. You essentially sign an agreement to be bound together to this property. Therefore, you are all jointly and individually responsible and legally liable for the rent, utility bills and damage to the property.

To put this in perspective, if one of you should stop paying the rent, the landlord can ultimately chase the remaining tenants for this. Please also note that if only one tenant's name is attached to a utility bill, the company will only hold them liable for payment of the bill. You may wish to try and add as many tenants as possible to the account.

## Guarantors

It is often the case that letting agents and landlords will require a guarantor form to be signed by a parent or

guardian or another adult who may be required to meet certain conditions in relation to residence, income and/

or employment status. This is a guarantee that rent and other bills will be paid by the guarantor should the student fail to complete their obligation to pay for these.

Something to be clear about is whether your guarantor is responsible for only your share of the rent and bills – or whether they are jointly and severally liable for any shortfall in relation to the entire property. Some landlords or

agents may ask for several months' rent in advance if a guarantor cannot be provided.

You will see below that a deposit cannot legally amount to more than one month's rent, so a landlord is unable to ask for a higher deposit in place of a guarantor. You can look online for companies that may act as a guarantor for you, but these are likely to come with a cost.

## Terms and Promises

If when you view a property you and the landlord or letting agent agree on additional terms or agree that something will be done to the property before you move in, you should always ensure that this is written into the contract.

If it is, this becomes legally binding and they are then legally obliged to uphold any promises. If this is not added into the contract, you may have a tough time getting the work completed. Consider this, if the promised work was not

completed, would you still want to live in the property? If not, make sure you get it written into the contract.

Something else to consider is whether or not the terms of your agreement are fair. If there is something written into your contract that you think does not sound fair or reasonable, don't be afraid to negotiate. We would also recommend being reasonable with your requests as this works both ways. If you are unsure, please feel free to contact SU Advice.

## Tenant Responsibilities

You may be wondering what you are responsible for when you move into a house. It is usually stated in tenancy agreements that the property should be in the same state of repair when you leave as it was when you started your tenancy. Therefore you as a tenant are responsible for maintaining the property in terms of cleanliness unless stated in the contract that cleaners are included.

You are also responsible for paying all rent and bills on time and making sure that any financial burden and promise you are responsible for is dealt with. It's a good idea to make sure that you uphold your obligations as you may be reliant on a reference from your landlord at the end of your tenancy.

## Leaving Early

Sometimes things don't go to plan and for one reason or another you may be looking to leave your accommodation early. Most tenancy agreements are for a fixed minimum term, usually for a period of 12 months. This means that you are unlikely to be able to leave early, and if you do, you are still responsible and legally liable for your share of the rent.

If you wish to leave the property before the end of your tenancy, you should discuss this with your

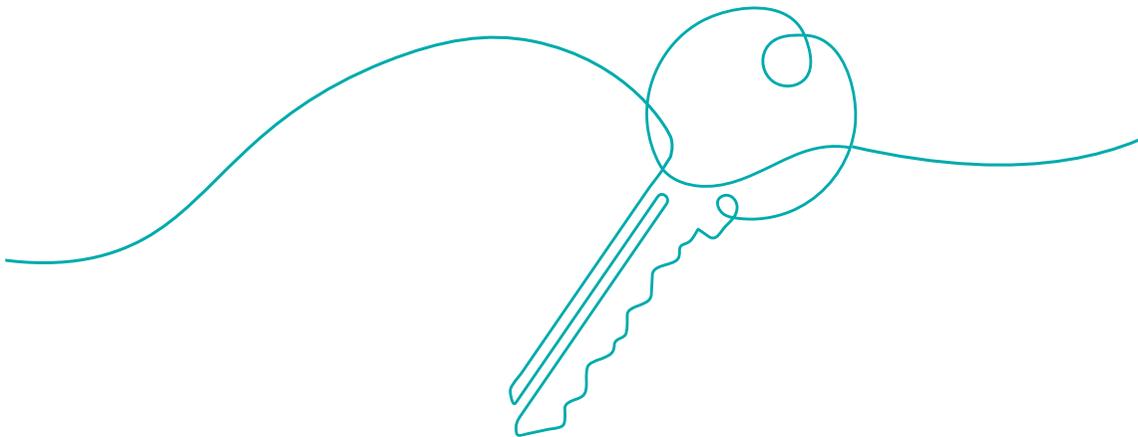
landlord to see if anything can be done. Sometimes they will allow you to transfer your tenancy to another tenant, but this is at the landlord's discretion and they will often charge a fee for this.

Some agents and landlords will offer different agreements that may not include a fixed term but these are few and far between. It is worth checking this and clarifying before signing if you are unsure.

## Live-in Landlords

If you are in a situation where your landlord also resides in the property, it may be worth confirming your status as a tenant. It can be the case that if the landlord lives in the house too, you may be deemed to be a licensee rather than a tenant in which case your

legal rights and protection will differ significantly from that of someone who is deemed a tenant legally. Check your tenancy agreement carefully and contact SU Advice if you would like to discuss this further.



# LANDLORDS AND LETTING AGENTS - LICENCING AND REGISTRATION

## Registration

Since 25 February 2014, all landlords who let properties under a private tenancy in Northern Ireland must register as landlords. They must provide accurate and up-to-date information about themselves and their properties.

If you want to check that your landlord is registered or have concerns that they are not, you can check this by visiting [nidirect.gov.uk](http://nidirect.gov.uk) and searching for

'Landlord Registration'. It's possible to search by the landlord's name or by the property's address.

If your landlord is not registered, think seriously before accepting the property and seek further advice. They should be reported to the Environmental Health or HMO department at your local council.

## HMOs

If you live in a House of Multiple Occupation (HMO), you will be able to check that the property is licensed as an HMO and that it complies with the legislation. It should be safe, good quality, and have suitable facilities for the number of people living there. Your landlord should also give you an information pack.

Tenants also have responsibilities to make sure the landlord can carry out their duties.

### Tenants must:

- allow the landlord or manager access, at all reasonable times, to any occupied room
- provide them with any relevant information
- comply with fire safety and litter storage and disposal arrangements in the property
- not hinder the landlord or manager in performing their duties
- take reasonable care to avoid damaging anything which the landlord has an obligation to keep in good repair



# DEPOSITS

A deposit is a sum of money which is held against damage to the property or used to cover unpaid rent or utility bills. It can also be used to cover cleaning, removal of rubbish and the cost of replacing locks in the house if keys are lost or not returned on time as per your agreement with the landlord or letting agent.

Deductions from your deposit cannot be made for general wear and tear of the property and any proposed deductions should be reasonable. When paying your deposit, always ask for a receipt.

## How much is a deposit?

From 1 April 2023 a deposit isn't allowed to amount to more than one month's rent. Your landlord or letting agent should make you aware of how much your deposit will be and it should also

be clearly stipulated on your tenancy agreement. If your landlord or agent is trying to charge more than this, they are in breach of the law.

## Tenancy Deposit Protection

The law states that deposits paid on or after 1 April 2013 by tenants in the private rented sector must be protected by your landlord in a Government approved Tenancy Deposit Scheme.

There are two such schemes in Northern Ireland – TDS NI and My Deposits. These schemes make sure that your deposit is safe and that there is a fair dispute mechanism in place if required.

Make sure that your landlord has secured your deposit with one of these schemes within 28 days of paying your money. By 35 days you should have been provided with full details (called

your 'prescribed information') about the scheme and your landlord. If you are not sure whether your landlord has secured your deposit, we strongly advise you to contact them and ask for confirmation.

If your landlord hasn't provided you with the prescribed information within 35 days you can report them to the Environmental Health department at your local council, which has the power to fine them up to three times the amount of the deposit or if prosecuted in court, up to £20,000.

Before 1 April 2023, if your landlord had not protected your deposit, you only had

six months to take legal action against them. Now, there is no specified time limit, so you are able to take legal action at any time if you discover your landlord has failed to protect your deposit.

You can find more information about the Deposit Protection Scheme at [nidirect.gov.uk](http://nidirect.gov.uk)

## Inventories

Sadly, disputes over deposits and proposed deductions arise in many cases. A way to avoid deductions or to prepare for this situation is to ensure that an in-depth and accurate inventory is drawn up for your house at the beginning of the tenancy.

An inventory is a list of all furniture, fittings and other equipment provided by the landlord. It is best to complete this within the first few days of moving in and make sure it is signed by both you and the letting agent or landlord.

You should make sure that any issues not noted on the inventory

are annotated on and that you take photographs of everything mentioned to act as evidence should you need it. It is also important to make sure you keep a copy of your inventory so that you can use this at the end of your tenancy when you are checking out.

If you have not been provided with an inventory by your landlord or letting agent, make sure you draft one yourself. Include the condition of everything from the walls, floors and doors to underneath the cushions on the sofa.



**Make sure to take photos of everything in your rental property. These will serve to be invaluable evidence if there's a dispute about deposits at the end of your tenancy.**

# BILLS

When looking at your tenancy agreement it should state whether or not any bills are included within your rent. If they are not, then you are responsible for ensuring that these bills are paid for and properly managed throughout the year.

## Gas and Electric

Upon moving into the property and at the earliest opportunity, you should make sure to take a note of the meter readings for all utilities such as gas and electric and provide these to your suppliers. It's important to do this as they mightn't have up-to-date meter readings and may assume that you have used more fuel than you actually have. If this is the case, you may receive a bill for a greater amount than you were expecting.

With regards to these utilities, if you are looking to budget for these each month, it may be worth noting that

you are likely to use more gas and electric in the autumn and winter months due to reduced hours of daylight and colder temperatures. It may be wise to expect the bills to increase in these months and to budget accordingly.

If you want to change suppliers, you will first need to gain consent from the landlord or letting agent. There is nothing stopping you from shopping around to see if you can get cheaper deals and if you present this to your landlord, they may consider this a reasonable request to change.

## What bills to be aware of:

- Gas
- Electric
- Rates (if these aren't included in your tenancy)
- TV, internet and Broadband
- Home contents insurance
- TV licence

## TV Licence

You need to be covered by a TV licence to watch or record live TV programmes on any channel, or download or watch BBC programmes on iPlayer. This can be on any device, including a TV, desktop computer, laptop, mobile phone, tablet, games console or digital box.

If you do any of the above without a valid licence, you risk prosecution and a maximum penalty of up to £1,000, plus any legal costs and/or compensation you

may be ordered to pay. You will also still have to buy a TV licence if you need one.

The quickest way to purchase a TV licence is online. If you visit [tvlicencing.co.uk](http://tvlicencing.co.uk) you will find all the information you need to know about purchasing a licence and the requirements of having one.



# CONDITIONS OF THE HOUSE

## Standard of Living

The standards of a rented home are governed by the tenant's rights under the contract and laws enforced by the local authority. Belfast City Council is responsible for checking standards in rented property in Belfast. A majority of student housing in the private

sector will come under the House of Multiple Occupancy (HMO) regulations. These outline the expectations of standards for the house and the landlord's responsibilities in maintaining the property.

## HMOs

A House in Multiple Occupation (HMO) is a property which is:

- living accommodation
- the main residence of three or more people who are from more than two households, and
- rented by at least one of the people living in the accommodation

All HMO landlords must make sure that the accommodation they provide is safe, of good quality, and has suitable facilities for the number of occupants by making sure that:

- all safety and maintenance certificates are valid and kept up to date
- electrics and electrical appliances are safe, maintained and in proper working order at all times
- stairways and escape routes are maintained free from obstructions
- a carbon monoxide alarm is installed
- chimneys and flues are cleaned annually
- inspection records and tests are maintained
- furniture is kept in a safe condition and proper working order
- security arrangements are in place
- heating is provided throughout living accommodation

If you want to check if your house is licenced as a HMO then you can check online by visiting [belfastcity.gov.uk/nihmo](http://belfastcity.gov.uk/nihmo)

If you have concerns about the standards of the property and feel that perhaps the landlord is not taking reasonable steps to maintain

it, you can contact Belfast Council to outline your concerns.

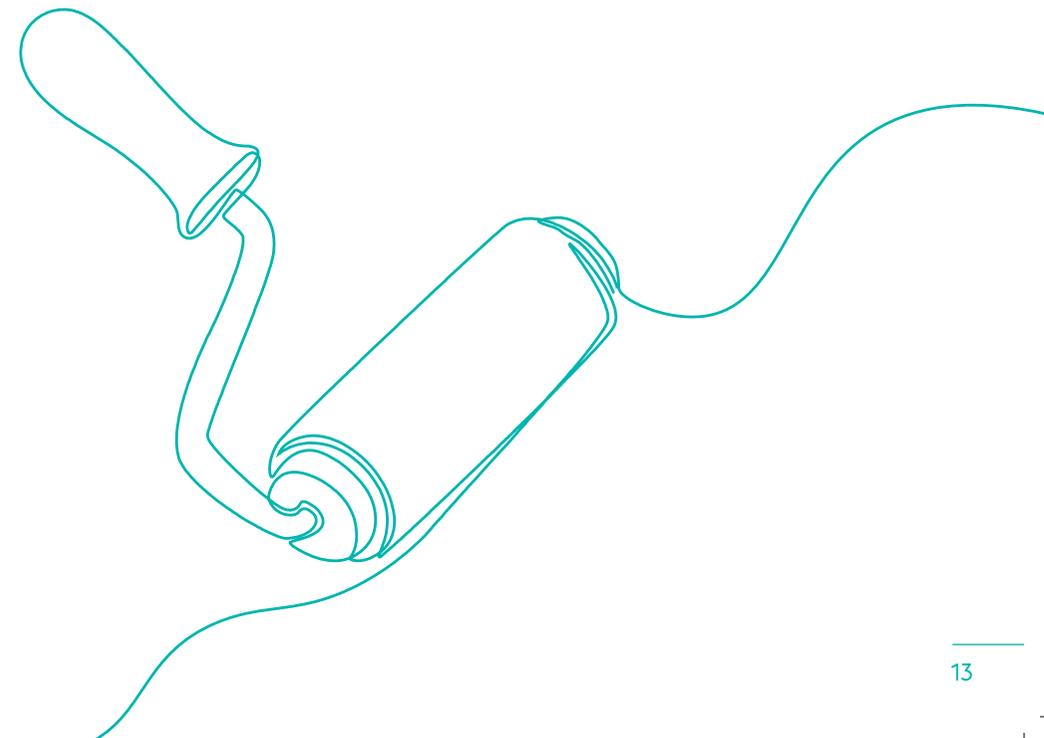
In cases where you have concerns around health and safety risks, we would recommend getting in touch with SU Advice and/or contacting the council as soon as possible.

## Redecorating

There is nothing more exciting than moving into a new house at the start of the year and picking your new room. Putting your own stamp on the room and making it more homely is a part of the new academic year ritual.

If you want to redecorate or make any changes to the property, you should always seek permission first. Always obtain this in writing.

It can be tempting to put things on the walls such as posters and other notes etc. However if you do this using adhesives such as Blu Tack and leave marks on the walls, you may be charged the cost of repainting. It is often stated in tenancy agreements that you are not allowed to do this, so check your contract carefully.



## Repairs

Your tenancy agreement will outline which types of repairs your landlord is responsible for. In general, landlords are responsible for:

- the structure and exterior of the property including drains, gutters, external pipes and external paintwork
- the interior of the property, aside from any damage caused by you or your guests
- installations for the supply and use of water, gas, electricity and sanitation
- heating appliances and appliances used for the supply of water, gas and electricity which the landlord has provided
- any fixture or fitting provided under the terms of the tenancy

As the tenant, you are responsible for taking due care of the premises; making good any damage caused by yourself or your guests; and obtaining the landlord's permission before making any alterations to the property.

If there is something that needs attention or repair, you should contact the landlord or letting agent as soon as possible and make them aware of this. Always put it in writing so that you have proof of the communication and politely request that the issue be dealt with in a reasonable time. Things such as broken or faulty boilers should be dealt with almost immediately given the impact this would have on heating and hot water, however minor issues are likely to be dealt with less urgently.

If you find yourself in a situation where you are experiencing delays in work being carried out, there is no harm in you contacting the landlord or letting agent again (whoever is responsible for managing the property) to remind them of their obligations under both

the tenancy agreement and legal regulations. If your requests are not being actioned and the issue is having an impact on your ability to live in the property, you may wish to contact your local council to discuss the issue. The council may authorise an inspection of the property and can request that the landlord carry out the works as soon as possible, though this is dependent on the circumstances.

If you are unsure about how to draft a letter to the council or the landlord, you can find some useful templates on the SU Advice webpages under the Housing section.

Note: Some tenants decide to withhold rent as a tactic to get the landlord to complete the work. This is not advisable. You are still bound by the terms of your tenancy agreement including paying the rent and if you do not meet these obligations, you risk being the subject of legal proceedings and are likely to be liable for additional charges such as court fees.

# LANDLORDS

As noted previously, you will need to establish who is responsible for maintaining the property you are going to be living in. Some landlords will have agents who manage the property on their behalf and they are therefore responsible for dealing with any issues that may arise throughout the year.

## Contact Details

Your tenancy agreement should provide the name and an address for your landlord so that you can contact them if necessary. If you do not have direct contact with your landlord i.e. the letting

agent is responsible for managing the property, your landlord's contact information must still be provided within the 'prescribed information'.

## Peaceful Enjoyment

Tenants are entitled to peaceful enjoyment of their property. For the duration of the tenancy the property is your home and you have a right to say who can and can't come into it. If your landlord, or contractor, needs access to the property, you should be given at least 24 hours' notice.

Check your tenancy agreement to see what it says about access. Some tenancy agreements will include a term which requires that tenants allow the landlord or the agent access to the property during the last month of

the tenancy to show prospective new tenants around. Even if this term is in your agreement, you should still be given at least 24 hours' notice of any viewing.

If repair work needs to be done to the property and you think that this infringes on your right to peaceful enjoyment, you may wish to speak to your landlord about this to see if there is a way of compensating you for this. Whether this be a reduction in rent for a certain period or temporary relocation.

## Harassment

If the landlord is entering the property either without giving notice, or so frequently that you no longer feel secure in the house, this may be seen as a form of harassment. Other behaviours that may be seen as forms

of harassment are threats and abuse. This is a criminal offence and a breach of your rights as a tenant. If you have any concerns about your landlord's behaviour and want to discuss your options, you can contact SU Advice.

# COMMUNITY LIVING

## Maintaining Inside and Out

It is important that when living in a property you maintain both the inside of the property and the outside of the property. If you have expressed terms in your tenancy agreement that the landlord is responsible for maintaining the outside of the property, make sure that this is followed through.

Tasks such as correct disposal of refuse are highly likely to be the responsibility

## Noise

Living in an area with a large number of students, it can be easy to forget that there are other residents around you – students and non-students – who may not appreciate excessive noise. Noise complaints are some of the most common that councils receive and student areas are particularly susceptible. If you have been asked to keep the noise down by neighbours, it's probably best that you try to accommodate this request and resolve the issue informally.

If you yourself are experiencing a noise issue, you can try approaching the issue in a cordial manner and politely request that those making the noise reduce it. If you find that the issue persists, you

of tenants, so make sure that you are dealing with your bins in the correct way. Remember that having rubbish and bin bags outside for an extended period may attract unwanted visitors such as rats and mice. If you are not sure what days your bins are due to be emptied, you can find out online or by contacting your local council.

may then wish to report the issue to the council and/or the University.

The University will investigate any complaints by residents concerning noise and any antisocial behaviour. If you are contacted by the University regarding a noise complaint made against you, you may be asked to attend a meeting with an Investigating Officer. If you are found to have acted in a way contrary to the University's conduct regulations, you may receive a penalty. This can be in the form of a warning, a fine or something more severe, depending on the issue.

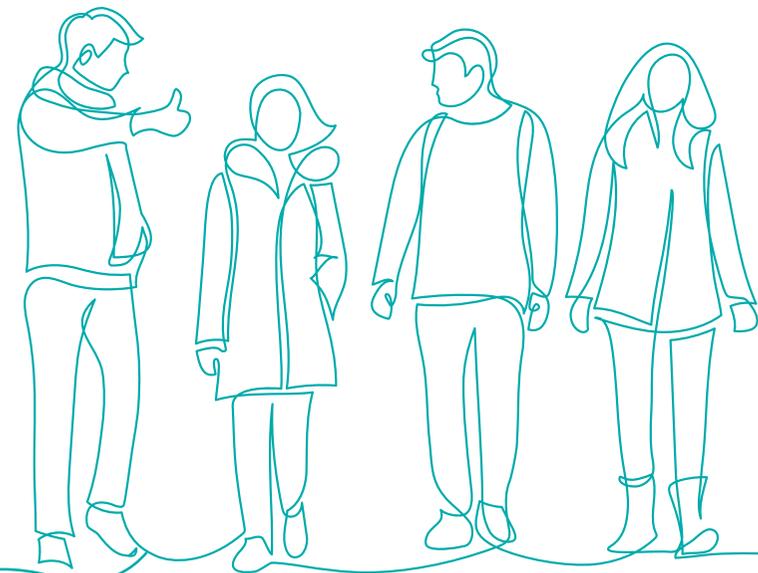
If you have any issues or concerns, please feel free to contact SU Advice.

## Safety

Socialising is a huge part of student life and culture. Look out for your friends and if possible, stick together when travelling, especially at night and in areas that you're not familiar with. If you do find yourself in a situation where you will be walking on your own at night, it's a good idea to let someone know where you are going and check in with them to tell them when you arrive at your destination. It's also recommended to keep valuables out of

sight and to avoid wearing headphones when walking alone as this can limit your ability to hear what is going on around you.

It is also important that you check all your windows and doors in the house are locked if no one is going to be in. It may also be best practice to keep the front door locked even when you are in the house, whether it be at night or during the day.



# THINGS TO REMEMBER



## Rent

Make sure you pay this on time. There may be terms in your contract that outline charges for late payment of rent. If you sign your tenancy agreement, you are agreeing to pay these charges if you should not uphold your financial obligations. In addition to charges, not paying rent can also be reason for the landlord to terminate the tenancy and/or take legal action. It can end up costing you far more than a month's rent in the long run.



## Posters

Avoid sticking posters or anything else to the walls in your house. If you leave marks on the walls or cause any damage by doing this, the landlord may charge you. Always get permission in writing.



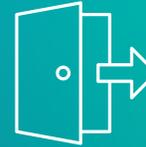
## Maintenance of the property

Make sure that you are keeping on top of the cleaning. It has been known that landlords can arrange an inspection of the property and if they find that you are not cleaning the property or it is in a bad state of cleanliness, they may order that a cleaner be brought in at the expense of the tenants. It can also be beneficial to you to make sure that the cleaning is done regularly as it makes moving out at the end of your tenancy quicker and easier.



## Respect the landlord's belongings

Make sure you look after the fixtures and fittings in the property. This can mean anything from the kitchen sink to the bedroom wardrobe. Make sure you are looking after the items that are in the property. If you damage something it is your responsibility to replace it. It is advisable to follow the 'like-for-like' rule with this. If you damage items and don't replace them or don't make the landlord aware, you will likely be charged for these at the end of your tenancy with the costs being deducted from your deposit.



## Checking out

Make sure you bring the copy of the inventory that you completed at the beginning of the tenancy and any photographs taken at that time with you. Be sure to compare the inventory to the checkout inventory and to question any remarks you feel are not fair. Do not sign the check-out inventory if you do not agree with it. You have the right to dispute this.



## Leaving

It is just as important – perhaps even more so – to take photographs when you move out as it is to take them when you move in. Make sure you clean the property thoroughly at the end of your tenancy and keep an accurate record of any issues that may have arisen throughout the year and any communication you have had with the landlord about these. Always put concerns in writing and keep copies of this communication.



**You have rights – make sure they're upheld. You have responsibilities – make sure they're fulfilled.**

# HOUSING HUNTING CHECKLIST

## First Impressions:

- How far away from the University is the property - is it close enough?
- Does the house appear to be well looked after?
- Do the doors and windows appear as though they are secure?

## Throughout the Property:

- Is the house fitted with smoke alarms and carbon monoxide detectors?
- Is the house heated adequately?
- Do all of the windows work in each room?
- Is there a musty smell? If so, can you see any visible damp and black spots of mould?
- What furniture is already there and does it belong to the landlord or current tenant? If it will be staying, is it in good condition?

## Shared Communal Areas:

- How many bathrooms and toilets are there and are these ventilated?
- Is the kitchen big enough for your needs and the number of tenants?
- Is there enough seating space for all?

## Bedroom:

- Are the bedrooms big enough?

## Need to Know:

- How much do you have to pay upfront?
- Which deposit protection scheme is used? Is the landlord registered?
- Do you have to pay rent over the summer? If so, will you be able to live there?

# CONTRACT CHECKLIST

## Name and Address of the Landlord

Tenants are entitled to have these even if renting through an agent.

## Name of the Tenant/s

If you are entering a joint tenancy, all name/s should be included on the contract.

## Address of the Property

This should be included on every tenancy agreement.

## Length of the Contract

Sometimes called the term, the contract should note what date the agreement ends.

## Rent

The contract should clearly state how much the rent is, when it is due to be paid and the frequency.

## Upfront Fees

Some landlords or agents will charge fees upfront. These are not always included on contracts, so check whether they are included in yours.

## Deposits

Your contract should state clearly how much the deposit is and what scheme is going to be used to protect this. Landlords are legally obliged to make you aware of the scheme and the details of the registration.

## Bills

Have you been told that bills are included? If so, does it state this in the contract, and does it state clearly which bills?

## Repairs

Does the contract clearly outline both tenant and landlord obligations with regards to repairs?

### ○ Eviction

You can only be evicted if the landlord gets a court order. Does your contract state in which circumstances the landlord may wish to evict you i.e. failure to pay rent.

### ○ Charges

If your contract outlines charges e.g. cleaning or lost keys, it should state clearly how much. This must be reasonable.

### ○ Landlords/Agent Visits

Does the contract outline a particular period where either the landlord or agent will visit the property? Does it specify how much notice will be given?

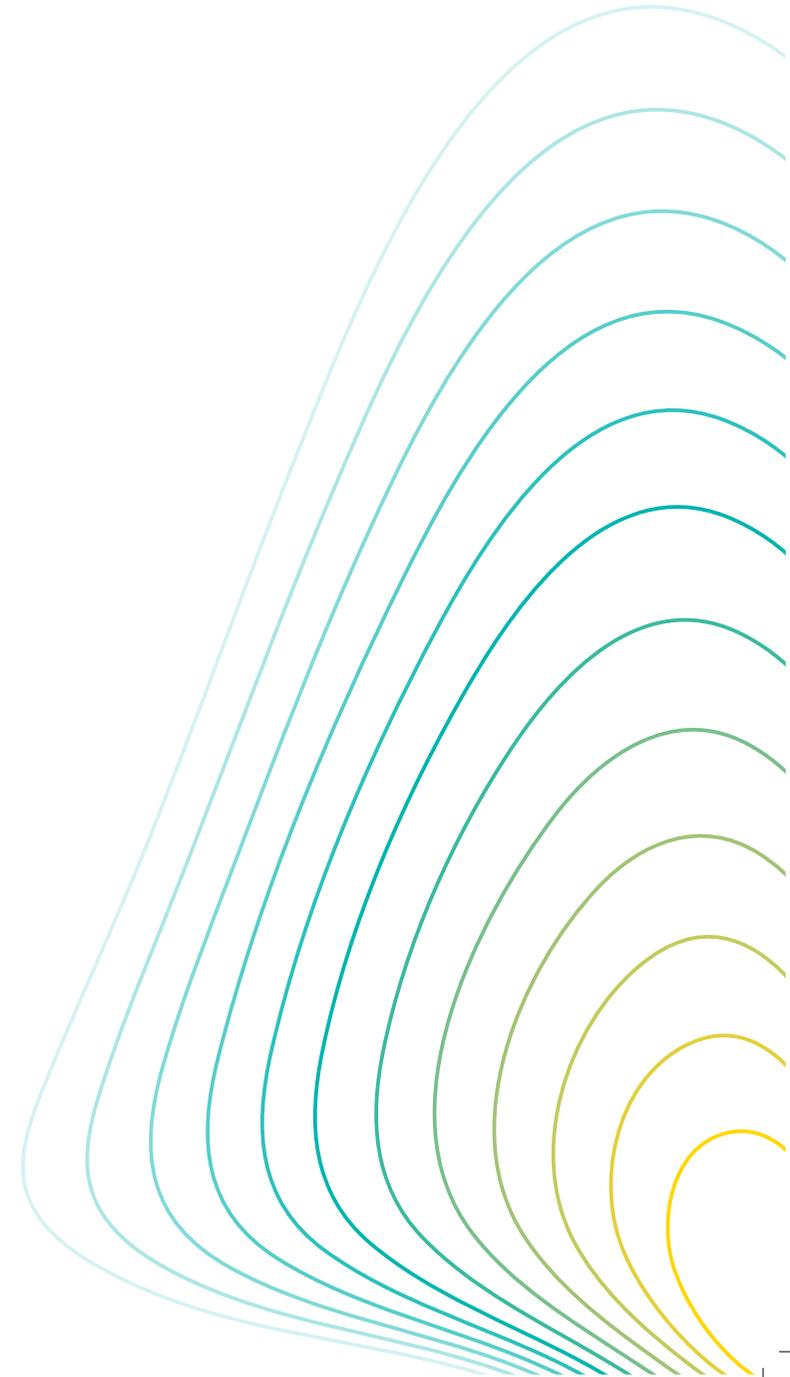
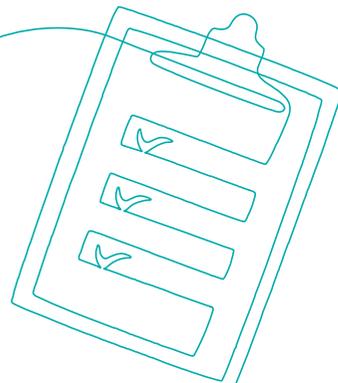
### ○ Guests

Some contracts will specify limitations on having guests stay over and the frequency of this. Check to see if yours does.

### ○ Break Clause

Some contracts will allow you to terminate early. Usually after a specified period. Check your contract to see if this is present in your agreement.

Always remember that you are able to try and negotiate the terms of your tenancy agreement. If you should verbally agree on any changes, make sure that this is amended into the contract, this will make it legally binding. If it is not present in the contract or in writing, you may struggle to prove that the verbal agreement was made. For any further advice, please feel free to contact SU Advice.



# GET IN TOUCH

University life can throw up difficult situations and challenges. At times you might have money, housing, academic, funding or conduct issues.

We're here to give you free, independent, confidential, and non-judgemental advice on these issues and more, if and when you need it.

## Drop-In

Pop in for a 15minute chat during the following Drop-In times:

**Tuesdays, Wednesdays and Fridays: 11.30am - 2pm**

You can find us on the Third Floor of Queen's Students' Union.

## Email

Reach out to our friendly team by contacting:

**[su.advice@qub.ac.uk](mailto:su.advice@qub.ac.uk)**

## Visit

We have lots of information and resources on our website at: **[q-su.org/advice](http://q-su.org/advice)**