

Your Rights as a Tenant

If you are a tenant living in privately rented accommodation, it is really important to know about your rights. If you are new to renting, it can be confusing and some landlords may take advantage of this, exploiting students' lack of knowledge and confidence in the sector. This guide will help you understand your rights when renting a property.

Right to live in a safe property in a good state of repair

It is the law that **all rented properties must be fit for human habitation**, which means they **must be safe and free from health hazards**. Your landlord must make sure that your living conditions are not seriously affecting your health, putting you at risk of serious injury, and that you can make full use of your home.

Shared communal facilities such as kitchen, bathrooms and living areas should all be **clean, in reasonable condition with no safety hazards**. The landlord should also be managing safety as a minimum in three key areas:

- **Gas safety** (including annual checks and providing you with a report)
- **Electrical safety** (ensuring all sockets, light fittings and supplied appliances are safe)
- **Fire safety** (ensuring working smoke alarms, appropriate escape routes and other safety measures, e.g. fire safe furnishing)

If you think your home is unsafe and not fit to live in, you must contact the housing department at your local council who will do an assessment and must take action if they find serious health and safety hazards.

Remember that you must still keep paying your rent, even if repairs are needed or you are in dispute with your landlord.

Right to access information about your landlord and property

There are important pieces of information that you have a right to know and should have on-hand in case of an emergency:

- **The identity, address and contact details for your landlord** (and/or agent)

- A copy of the **How to Rent guide** (in England) or a **tenant information pack** (in Scotland)
- A copy of the **Energy Performance Certificate (EPC)** for the property - its rating must be at least E
- A copy of the **gas safety certificate** - if your property has gas.
- **Local authority licence** - if the property is subject to a landlord licensing scheme.
- **Prescribed Information**, which outlines that your deposit has been protected (which it must be) and how to check its status online.

Right to quiet enjoyment

You have the right to live in your home without being disturbed by your landlord or anyone acting on their behalf. This means that:

- You must get at least **24-hours' notice** if your landlord, agent, or a hired contractor wants to access the property - and they must have a genuine reason for the visit. If it is not convenient for you, you can refuse to provide access.
- They can only visit during **reasonable hours** (what this means depends on a tenant - someone working night shifts would have different needs to a full-time student).
- They **can not enter without your permission**, or force entry.

The **only** exception to this is **in case of an emergency**, e.g. gas leak, burst water pipe, a fire.

The right to get repairs done in a 'reasonable' amount of time

Your landlord is responsible for most major repairs to your home if you rent privately, including:

- the structure of the property - for example, the walls, roof, windows, and doors
- sinks, baths, and toilets
- pipes and wiring
- heating and hot water - for example, the boiler
- the safety of gas and electrical appliances that your landlord has provided

- making sure your home is fit for human habitation
- anything else included in your contract or provided with the house, e.g. furniture

What constitutes as 'reasonable' varies - a broken boiler needs to be repaired quicker than a replacement sink sealant needs to be put in.

Make sure to **get evidence of the problem** (photos if possible) and reach out to your landlord asking for repairs as soon as you can. Sometimes issues are responded to quicker if you report them over the phone, but always make sure to **make the request in writing** as well.

If your landlord isn't carrying out the repairs, or the property is unsafe to live in, contact the environmental health department of your local council.

The right to freedom from discrimination and harassment

It is **illegal to harass tenants**. A landlord cannot excessively contact you regardless of the issue (e.g. paying rent, regular visits or inspections, interfering with mail or facilities).

Part 4 of the Equality Act 2010 covers discrimination in housing, including when you already **live somewhere** or when you are **looking for a place**. It is against the law to discriminate against the following **protected characteristics**:

- Disability
- Gender reassignment
- Pregnancy and maternity
- Race
- Religion or belief
- Sex
- Sexual orientation

Check if you're being discriminated against in your housing with [this guidance from Citizens Advice](#). **Remember, the property you rent is your home - this needs to be respected.** You can make a complaint about your landlord if they harass you.

Right to protection from unfair eviction and unfair rent

Your landlord must **notify you** of their intention to raise rent in writing and include details of the proposed changes, e.g. how much the rent will increase and the intended start date. You must be given **a minimum of one month's notice** for any changes. Your landlord will also need to **get your permission** for any changes in rent from the initial agreement and any **increases must be fair and realistic** (in line with average local rents).

There are specific rules your landlord will have to follow when implementing rent changes and these will depend on what type of tenancy you have:

- For a periodic tenancy (rolling weekly or monthly), the landlord can usually only increase rent once a year.
- For a fixed term tenancy, the landlord can only increase rent if you agree or when the fixed term ends.

If you do not come to an agreement with your landlord regarding rent increases, you can appeal it. You must appeal quickly, as it needs to be before the date of rent increase. If you decide to appeal the decision, your local Citizens Advice can offer help and support with this.

If you do not pay your rent (fall into arrears) for any reason, your landlord may ask you to move out, but they **must give you at least two weeks' notice to leave the property**. If you do not leave, your landlord may make an application to court to evict you.

It is possible to be evicted without no reason being given, in this case the landlord must give you at least **two months' notice**.

Right to get your deposit back at the end of the tenancy

Your landlord must put your deposit in a **government-approved tenancy deposit protection scheme** if you have an assured shorthold tenancy (AST) that started after 6 April 2007 (in England and Wales).

Landlords can only take money from your deposit if there is a good reason for it. The most common examples include:

- You owe rent
- You have damaged the property
- You have lost or broken items from the original inventory

If your landlord has taken money from your deposit, **they must provide clear information about why they are taking the money and how they calculated the amount**. You have the right to ask for evidence of the cost, e.g. quote or receipt for repair or replacement of items.

Money cannot be taken for general wear and tear; this includes things that wear or get worse over time, e.g. scuffs on the wall, overused furniture. Money cannot be taken for damage caused by an issue that you reported and was their responsibility to fix, e.g. water marks from a leak.

If there are any disagreements over your deposit return, you must contact the tenancy deposit protection scheme your landlord used.

For further information, support and advice for your rights as a tenant visit: [Shelter](#) or [Citizens Advice](#)