

NOVEMBER 2024



LEICESTER
STUDENTS'
UNION



KNOW YOUR RIGHTS

Housing Information &
Tenancy Rights

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First Things to Consider

Moving into a new house or flat can feel like a new chapter of independence, excitement and fun. We want you to enjoy every aspect of your University journey, including where you choose to live. With this in mind, we've compiled this booklet of advice, tips and important information for you to consider before choosing where to live.

There's a lot you will need to know if you are going to rent a house or flat as a student. **Our most important piece of advice** is to read your tenancy agreement thoroughly before you sign it, to make sure you are happy with the content, as it is a **legally binding document** and therefore, cannot be broken once signed.

We have summarised more useful advice below.

Where to live?

The University suggests the considering choosing to live in the following areas surrounding the University of Leicester, as they are fairly popular with students.

- Clarendon Park/Knighton
- Stoneygate
- North Evington/ Evington
- Highfields
- Aylestone Parks/ Knighton Fields
- City Centre
- Oadby



Property options

University-owned Accommodation

The University has its own student accommodation in two main locations: The Village and The City.

[The Village](#)

The Village is a ten-minute bus journey from the main campus and about a 45-minute walk from the main University campus. During term-time the free University shuttle buses run every ten minutes. The buses run between The Village and the University of Leicester campus, via Brookfield School of Business (and Stoughton Road Playing Fields on Wednesday afternoons).

Below are links to bus services and the Oadby student village bus route:

- [Centrebus](#)
- [More Information on the free University Shuttle Bus here.](#)

The City

The City is around a ten-to-fifteen-minute walk from the main campus. Living close to campus can be more convenient – you won't have to commute for your lectures or for any other events taking place on campus.

Even if the accommodation isn't on campus, it should still be within walking distance or have a bus service going directly to the University campus.

You'll be living with other students, so it's a great way to get to know other people. You also won't have to worry about bills – all costs will be included in your rent. Everything that your accommodation provides will be listed whether it's a common room or something simple, such as an ironing board.

On the other hand, you won't be able to choose who you live with, so if you aren't comfortable living with other people who you don't know (particularly if they are messy and noisy), staying in this type of accommodation might not be right for you. If any problems do occur, the University's Accommodation team are available, to listen and help with any concerns that you might have. They can be contacted at accommodation@le.ac.uk.

Living at home/ Commuting

If staying at home during your studies is a viable option, it's a great way to save money.



Even if you have costs to commute every day, such as parking charges or train tickets, you will probably still spend less than you would do on rent, bills and food in accommodation.

Please note that student expectations are set out in [Senate Regulation 4](#) where it is clear that for full-time students studying on campus, you must reside in Leicester or within **easy commuting distance** of the city for the duration of each semester. All students are normally required to attend, in person or digitally all learning and teaching sessions associated with the programme of study on which they are registered.

Private Student Flats/ Halls

These are run by private companies but are otherwise similar to campus accommodation. Please remember though that this is **not** University-owned accommodation. What this means for you as a prospective tenant, is that the University has no jurisdiction or control over these properties, and therefore can only advise, rather than intervene or actively enforce change to any issues that you may encounter.

Different private flats/halls vary in price and facilities available to tenants, so do some research to find what different places offer. You can look at some examples below:

- [Code students](#)
- [Unite students](#)

Private Renting

Living in private accommodation, like a shared house or flat, has a lot of positives, it's generally cheaper, you can choose to live with your friends and it's flexible, giving you more options as to where you want to live. It's also a good option if University-owned accommodation has no spaces left.

You will probably have to deal with your own energy, water and internet bills. A popular choice to pay for bills in one package is [UniHomes](#). You might also live in a house that might be further away from campus and therefore you might have to consider the additional costs of transport or getting a bike.

Most students choose to live only with other students, who may be friends that they have made during their time at university. There are letting agents that offer only

student accommodation and websites which advertise a range of different properties available for students from different providers.

Below we have summarised some of the most popular websites you could use to look for private housing.

SULETS

Sulets is a lettings service designed specifically for students and works in partnership with the Students' Union. It is a lettings agency for our students looking for private rented accommodation in Leicester.

As well as individual student houses, SULETS manages purpose-built accommodation sites near the University:

- [The Summit](#)
- [Upperton Road](#)
- [Eastern Boulevard](#)
- [Queens Court](#)



However, **please do your own research into different letting agencies and find the best fit for you.**

Letting Agents

Letting agents are required to join a government regulatory body and/ or an authorised consumer redress scheme. The purpose of this is to give consumers an escalated complaints procedure if they are unhappy with how their complaint has been dealt with by the agent. The schemes give a good indication as to how a letting agency conducts its business, as they must pay a fee to be a part of one and comply a certain code of practice.

Propertymark is the leading membership body for property agents ([Property Mark](#))

[The Property Ombudsman](#)

[The Property Redress Scheme](#)

[Ombudsman Services](#)

You will find most letting agents advertising on sites like [Rightmove](#) and [Zoopla](#). Check that they are members of at least one of the above schemes (usually found on their website or on [Property Mark](#)).

Other Websites

There are also plenty of websites dedicated to students looking for accommodation or housing such as:

- [Accommodation for Students](#)
- [SpareRoom.co.uk](#)
- [EasyRoommate](#)
- [RightMove.co.uk](#)
- [Zoopla](#)
- [housinganywhere](#)
- [thestudentroom.co.uk](#)
- [UniHomes](#)

Choosing your Housemates

Please note that [if you're a lodger](#) and live with your landlord, your rights as a tenant are different, as your landlord does not need a court order to evict you.

You're usually a lodger if you live with your landlord and share a kitchen, bathroom or living room with them.

Most students choose to move into a house or large flat with a number of fellow students. Living with people of your age can be fun and a great experience. It also reduces living costs, since they are shared among all tenants. However, characters are different, and you might not always get along well with your housemates.

Therefore, what's really important is that you ***Don't Rush*** and you choose your housemates very carefully. Please **read your tenancy agreement thoroughly before you sign it**, to make sure you are happy with the content, **as it is a legally binding document**.

Living under the same roof can often be surprising, as it reveals people's irritating little habits that you were unaware about before. For example: some people have a strong aversion to cleaning up the kitchen after cooking; others might not know how to use a

vacuum cleaner. Then there are those who occupy the bathroom every morning for far too long, especially when you're in a hurry. They might turn your living room into a club three times a week, discussing who is next to buy shared supplies and the constant presence of your housemates' partners are further points of potential "disagreement".

But that's only one side of the story. Sharing a house with friends can also be brilliant, offering you the opportunity to experience and share your own property; mostly, people have a great time living together. One just has to take care and consider some basic advice. **Most importantly: Don't Rush** into sharing a house with people you don't know really well. If possible, take some time and think whether moving in with certain people is really the right option for you.

Signing a contract too early can leave you tied to sharing with people you don't really want to, and if you all fall out before you are due to move in, you have already signed a contract. Usually, you will need to find a replacement tenant to get out of the contract. Choose the right people to live with and chances are high that you all will enjoy sharing the same home. Spend time, before signing anything, discussing what you all want out of your year as housemates.

Things you could consider:

- How many people are going to be living in the same house? More people can mean more fun and cheaper bills. It can also mean more mess and noise. Also, living on your own might be appealing but will be more expensive.
- Whose name is going to go on joint bills account? (*This may cause issues if that person moves out and the rest of the house can't get access as they are not the account holder. Or if you are the account holder you are then left with an outstanding bill to pay if people do not send you the money*).
- Access to your campus
- Local shops and facilities
- Access to public transport
- Your place of work
- Parking
- Value for money

- Don't underestimate what it's going to cost you. It's easy to say you'll compromise on essentials but don't become unrealistic on what you'll need to pay for agency fees, rent and bills, plus everything else.
- If you and/or your housemates are planning on heading home for the summer, consider the length of your tenancy agreement. You may find yourself liable for rent on a house even if you plan to go home for a month or two in the summer.

Housemate Finder

Leicester Students' Union and DeMontfort Students' Union have a collaborative house-hunting group on Facebook to meet potential housemates. Only students can join the group, and you can use it to either search for a place to live or to find someone to take over your tenancy agreement (meaning you can get out of your contract).

- [Housemate Finder](#)

Keep a close eye on Facebook groups specific to a geographical area, such as [Clarendon Park Facebook Page](#). This is where students will be advertising spare rooms too. The groups are 'closed' so you'll have to request to join.

Viewing a property

Before you pick a property, you should inspect your potential new home as closely as possible. Don't just sign up for a room because the landlord is offering a free case of beer or because it is next door to your mates!

Use our Housing Checklist (below) to ensure that you find a student room that will be safe and meet all your needs. Keep in mind that rent for a whole year is a massive drain on your funding and you will be spending loads of time there.

Choose wisely for a hassle-free year. Even if you follow this list, the best reference for the property and landlord will come from the current tenants. Try to speak to them without the landlord there, get a true picture of what it is like to live in the property, and whether the landlord has been prompt in responding to requests for repairs etc.

Fees

The law on tenancy fees has changed with the new Tenancy Fees Act 2019. As of 1st June 2019 the only payments in connection with a tenancy that you can be charged by a landlord or an agent are:

- the rent
- a refundable tenancy deposit capped at no more than five weeks' rent where your total annual rent is less than £50,000, or six weeks' rent where your total annual rent is £50,000 or above
- a refundable holding deposit (to reserve a property) capped at no more than one week's rent
- payments capped at £50 (or reasonably incurred costs, if higher) for the variation, assignment or novation (*a situation in which all the parties to a contract (= everyone involved in it) agree that a person named in the contract can be changed for another person, or agree to changes in its conditions*) of a tenancy
- payments associated with early termination of the tenancy, when requested by the tenant
- payments in respect of utilities, communication services, TV licence and council tax; and
- a default fee for late payment of rent and replacement of a lost key/ security device giving access to the housing, where required under a tenancy agreement.

If a landlord or agent has charged a prohibited payment, please refer to the guide here:

[Tenant Fees Act 2019: Guidance for Tenants](#)

Important: Get a receipt for any payments you make. If you've paid a holding fee, ask when the security deposit is due and if the holding fee is offset against the deposit or deducted from the rent.

Deposits

Most tenancy agreements will require you to put down a deposit – this is a sum of money from which the landlord can deduct the cost of repairs and other costs at the end of your tenancy.



[How much will the deposit cost?](#)

A deposit will typically cost about the same as a month's rent. However, there aren't any restrictions on how much a deposit can be, so it could be a bit more or less. If you can't get a UK-based guarantor, you may be asked to pay more rent in advance.

What can the landlord deduct?

The tenancy agreement should specify exactly what the landlord can deduct for. Usually this will include:

- Repair or replacement to any damaged furnishings
- Repairs to damage to the structure of the property (walls, ceilings, etc.)
- Replacement of any lost or broken plates, pots, pans and eating utensils
- The cost of getting carpets, windows and other parts of the property cleaned
- The cost of disposing of any of your rubbish, furniture or recycling.

Most tenancy agreements will allow for “general wear and tear”, meaning that you will only be penalised for damage caused by negligence or carelessness, rather than damage that happens from general usage. However, not all agreements will allow for this – check your tenancy agreement to see if it mentions this.

Protecting your deposit

The landlord is legally required to place your deposit into a **Tenancy Deposit Protection (TDP) Scheme**. These schemes are designed to prevent the landlord from unfairly withholding your deposit at the end of the tenancy.

As long as you pay your rent in full, don't damage the property and comply with the tenancy agreement, you should receive the deposit back in full. If you and the landlord have a dispute over the deposit at the end of the tenancy, you can use the scheme's free dispute resolution service to settle it.

Your deposit should be protected under one of the following schemes:

- [Deposit Protection Service](#)
- [MyDeposits](#) - including deposits that were held by Capita
- [Tenancy Deposit Scheme](#)

If you think that your landlord hasn't protected the deposit, you can take them to court. You can make an application to court. We would recommend that you seek legal advice on this matter before issuing a claim.

If the court finds that the deposit hasn't been protected, they can order the landlord to either pay it into a TDP or pay it back to you.

The court can go further than this – they may rule that the landlord should pay you as much as three times the value of the deposit or that you can stay at the property beyond the end of your tenancy.

Advice on ensuring you get the full deposit back

The simple answer to this is to just leave the place in as good a condition as you can. You can do that by:

- Taking pictures of the condition of all rooms and garden on the first day of entering the property and again at the end of your tenancy.
- Checking the inventory and replacing any lost or broken items
- Making sure everything is clean
- Getting the garden in good condition (removing weeds, etc.)



If you break or lose something, it may be less expensive to just replace the items yourself, rather than leave it for the landlord to do it and charge you later.

The same goes for cleaning – if you can give everything a good scrub before you leave, the landlord won't have to deduct the cost of hiring a cleaner from your deposit.

For more information on deposits visit Citizens Advice: [Getting your Tenancy Deposit Back](#)

Guarantors

A guarantor is an individual who agrees to cover the cost of your rent if you are unable to pay.

This is a common inclusion for student tenants – one of your parents should suffice, but another friend or family member can also do this, provided they are over 18. They will need to sign a guarantor agreement.

Landlords will usually want a guarantor who lives in the UK, as it's easier for them to take legal action against a UK resident if they need to.

This may present a problem for you if you're an international student, so if you can't get a UK-based guarantor, you may be asked to pay more rent in advance.

Being a guarantor is potentially risky – if you don't pay your rent, the guarantor may be taken to court for it. However, as long as you always pay your rent on time, it shouldn't cause your guarantor any problems.

Can the guarantor cover other costs?

Depending on the terms of the agreement, the guarantor may be held financially responsible for damage done to the property, or even court costs incurred by the landlord from any legal action they have had to take against you.

If the guarantor is going to be responsible for more than just rent, this should be explained in the guarantee agreement. However, if this has been communicated to the guarantor verbally and they have agreed, this may also be considered legally binding.

If you and your fellow tenants are renting under a joint tenancy agreement, you may only need one person to act as the guarantor. This means that the guarantor is signing to indicate they are responsible for the entire tenancy. Consequently, if one of you fails to pay rent in a given month or if there is any damage to the property, the guarantor would likely be required to cover the payment for any of the tenants.

Checks on the guarantor

The landlord may request a credit check on your guarantor – this is quite normal. However, if your guarantor has a poor credit history, you may have to ask someone else.

What to do if you can't get a guarantor?

You may be one of those students or young people living in England who find it impossible to get a guarantor. This could be perhaps because you don't have a relative or friend who is willing or able to act as guarantor, or you are a care leaver, or you no longer have any kind of relationship with your parents, or you are an international

student who can't provide a UK-based guarantor. Below is information about possible solutions.

Private Guarantor schemes

There are some private companies that offer to act as a guarantor for young people in work or students in return for a fee, such as [Housing Hand](#) and [UK Guarantor](#). So, it's the private company that enters into a guarantee contract with the landlord. But they have the right to get their money back from you if they have to make payments to the landlord.

These private schemes typically ask for a co-signer. A co-signer is someone who signs the same agreement as you. As a result, they will be liable to repay any money the company has to pay on your behalf to the landlord.

The difference between being a co-signer and a guarantor isn't so much to do with the legal responsibilities each takes on – these are very similar. It's to do with the fact that these private companies don't usually credit check a co-signer, so they may accept people who would not be able to act as a guarantor.

If you're having difficulty finding someone who meets the landlord's requirements to be a guarantor (see [Guarantors - who they are and what they do](#) for details) then you may want to think about whether you can find someone who might be acceptable as a co-signer instead. For example, someone who isn't a home owner.

Bursaries, scholarships and other support offered by universities and colleges

If you're a student who can't get a guarantor, you can ask the [Student Welfare Service](#) if the University provide bursaries or scholarships or any other financial support specifically for students in your situation. For example, some universities and colleges offer bursaries to help care leavers avoid becoming homeless in the summer holidays or to help you pay a larger deposit or extra rent in advance to help you reassure your landlord that they can accept you as a tenant with confidence.

Unite Foundation Scholarship Scheme



The Unite Foundation is a charity that provides care leavers and students who no longer have any relationship with their parents with the opportunity to apply for free accommodation for 3 years of undergraduate study at some universities. You can find more information about eligibility and the benefits and responsibilities of receiving a Unite scholarship at [Get a scholarship](#).

Other options

If you haven't got a guarantor, you may be asked/ or could offer to pay between 6 months and the whole contract period of rent upfront. However, we understand that this might not always be a practical option.

While the landlord is required to keep any deposit money in a deposit protection scheme, you could still be **at risk of losing all or some of your deposit money if you are a joint tenant and one or more of the other tenants have missed rent payments or there is damage to the property.**

There are tenant referencing and insurance companies that offer rent guarantee and legal expense insurance to landlords.

Typically, landlords can buy 6-month or 12-month policies for premiums between about £50-£60 and £100 to safeguard their rental income up to a fixed monthly maximum, for example, £2,500. If your landlord carries such insurance, they will be protected if you don't pay your rent. You could offer to pay the premium for this type of insurance in return for your landlord waiving their requirement for a guarantor. However, it is probably a condition of any rent guarantee insurance that you, as the prospective tenant, are reference checked. The company providing the insurance may insist on you having a guarantor, irrespective of what the landlord thinks. But it may be worth investigating this possibility.

You could consider renting from a resident landlord – so you would share living room and kitchen with them but have your own bedroom, possibly ensuite. Although this will **restrict your legal rights**. [If you're a lodger](#) and you live with your landlord, your rights as a tenant are different (they do not have to go to court to evict you). The upside is that resident landlords are often more flexible and typically don't require a UK-based guarantor. It's not easy finding a resident landlord but you could try asking

around among your friends, colleagues and family and also search online to see if they know of anyone.

For further information from Citizens Advice, please visit: [Guarantor information – Citizens Advice](#).

Right to rent

If you are renting directly from a private landlord, the landlord or agent will ask to check your personal documentation to make sure you have the 'right to rent'.

- You will have an automatic right to rent if you are a British Citizen, a national of the European Economic Area or of Switzerland
- You will have a right to rent if you are from outside the EEA or Switzerland but have unlimited right to remain in the UK.
- You will have a limited right to rent if you are from outside the EEA or Switzerland and have a limited right to remain in the UK.

You can find more information on the GOV.UK website: [Right to Rent document checks: User Guide](#)
[How to Rent - A guide for current and prospective tenants in the private rented sector in England](#)



Moving In Checklist

(Please ensure that you read your tenancy agreement thoroughly as it is a **LEGALLY BINDING DOCUMENT**)

Remember: If you have agreed anything verbally with the landlord, whether it be additional furniture, repairs or dates to pay rent, please make sure you get these in writing and signed by the landlord.

Area

- Is the house in a convenient location for pubs, shops and the journey to campus?
- Are there good public transport links? Can you get home safely?

Licensing

- Does the property have a current HMO Licence for the number of people seeking to share property?
- Ask the landlord or letting agent for a copy of the licence and if in any doubt seek advice from your local authority.

Gas & Electricity

- Is there a copy of a Gas Safety Register for the gas appliances?
- Is the heating in the house adequate (imagine whether it will be adequate in the middle of winter)?
- Does the cooker work?
- Has the wiring been checked within the last 5 years?

Plumbing/Other

- Do all the sinks drain?
- Have you tried all the taps?
- Does the toilet flush or leak?
- Are there any signs of pests (mouse droppings, slug trails, fleas) in the house?
- Are there any signs of mould in the house?

Moving out of Student or Private Accommodation

So, it's got to that time of year when you have to move out of your student accommodation; a potentially exciting time as you mix socialising and exams with packing your bags.

In this resource, we've set out some simple steps that you can take to make this process as straightforward as possible.

Tenancy Agreement

At least a month before moving out, check your tenancy agreement for moving out and deposit return arrangements. Failing to do what the agreement says can result in delays in getting your deposit back, or deductions.

Deposits

Make sure you know which deposit scheme is holding your money – your landlord/letting agency is required to give you that information.

Your deposit should be protected by one of these 3 Tenancy Deposit Protection schemes (TDP):

[Deposit Protection Service](#)

[My Deposits](#)

[Tenancy Deposit Scheme](#)

The landlord/letting agency must put your deposit in one of the three TDPs, within 30 days of receiving it.

Deductions should not be made from your deposit for reasonable wear and tear.

After you've agreed with the Landlord/Letting agency the amount of deposit that you will get back (hopefully the full amount), it should be paid back to you within ten days.

Paying a large amount of rent in advance can leave you open to fraud or problems getting the money back if the tenancy ends early for any reason. For most private accommodation for students, a tenancy deposit cannot usually be more than 5 weeks. This limit is assured for shorthold tenants, like students in halls of residence, if your rent is less than £4,167 a month.

If your landlord charges more, you can complain to:

- trading standards, through the [Citizens Advice consumer helpline](#)
- [a letting agent redress scheme](#) if the agent is a member

For more information about deposits click [here](#).

Inventory

The inventory is a checklist of items/contents that were already in the house/flat when you moved in and belong to the landlord. For example, beds, tables, lamps, curtains, carpets etc.

Before moving out of the property you should:

- Check that all items are still there and in the same/similar state as when you first moved in. Landlords should expect and accept reasonable wear and tear. You should also move furniture/items back into their original place.
- Take photos of your room and communal areas, after you've cleaned up. These would be a record of the condition that you're leaving it in.
- Try and arrange to invite your landlord around the month before you move out, for a preliminary inspection. They can use this as an opportunity to point out anything that they're unhappy with, so that you have a chance to put it right. Use the inventory as a checklist.
- Arrange for the landlord/estate agent to come and visit to go through the inventory with you, just before you move out.

Take the inventory check seriously, as this is often the area where landlords find faults and may want to make deductions from your deposit.

Packing

Packing is the part of moving we tend to put off, but we actually recommend you doing it first, as you'll find it so much easier to thoroughly clean the property when all your belongings are tidily packed away.

- Prepare your packing in advance. Doing it in one day can be stressful and mistakes can easily be made as useful things could be binned by mistake.
- To get cheap plastic storage boxes, you can go to major stores such as B&M, Home Bargains, or supermarkets such as Morrisons, Asda, or Tesco. To get free cardboard boxes, ask at supermarkets or local retail shops. Banana boxes and crisp boxes can be very useful.
- Try to take some care over your packing - you only have to unpack it all somewhere else. Rushed and messy filling of boxes will result in problems and frustration at your new place. Think about labelling your boxes with which room it needs to go into i.e. kitchen, bathroom etc.
- It's worth trying to sort out odd papers, notes and books too. Try and do it before you move out and be enthusiastic with filling those recycling bags with your waste.
- Finally, be ruthless with what you choose to keep, as you'll regret taking the entirety of your room when it comes to carrying and unpacking the boxes.

Cleaning

Cleaning is essential to avoid losing any £££ off your deposit. Don't leave this until the last minute.

Although your Landlord/ Estate Agent cannot ask you to pay for a professional clean/ deep clean at the end of a tenancy, you will still be expected to clean the property to a professional standard.

You are responsible for ensuring that the property is returned in the condition you found it, aside from any fair wear and tear.

**Fair wear and tear are considered to be defects which occur naturally or as part of the tenant's reasonable use of the premises.*

If the property is not left in a fit condition, Landlords and agents can recover costs associated with returning the property to its original condition and/or carrying out necessary repairs by claiming against your tenancy deposit. If your tenancy deposit does not cover the costs of returning the property to its original condition, the landlord or agent may seek 'damages' from you and if you cannot reach agreement on the amount/nature of those costs, they could seek the payment from you by making an application to the courts.



Cleaning Checklist

- Before moving out, all house house/flat mates should create a cleaning plan/rota and share the cleaning.
- Give the house/flat a thorough clean, tidying, dusting, wiping, hoovering and mopping.
- It's not enough to give the property a quick Hoover and a dust - you'll also need to make sure you give everything a good deep clean, including your fridge/freezer, oven and microwave, shower/bath and toilet.
- Remember the kitchen and bathroom will take **the most time!**
- Clean the windows on the inside and check if the curtains need washing.
- Clear and tidy the garden (if you have one).

Kitchen

- Defrost the freezer (if you don't have an automatic defrosting system, allow a few hours to half a day for the ice to melt), put something down on the floor to collect and soak up any water.
- Clear out and clean the fridge.
- Thoroughly clean the microwave, oven, hob and extractor fan.
- Clean the inside, front, tops and doors of all cupboards and drawers.
- Mop/ sweep and Hoover the floor. Don't forget to clean underneath and behind any appliances that can be moved.

Lounge

- Sofas – vacuum and remove any stains
- Furniture – dust and clean all surfaces
- Floor – mop/ sweep and Hoover the floor, especially under and behind any furniture

Bathroom

- Thoroughly clean the bath/shower, sinks and toilets.
- Tiles and shower doors – clean any mould and lime scale off grout/ sealants
- Ensure hair and soap residue is removed from drains

Bedroom

- Beds – use a waterproof mattress protector to avoid any stains. If there are any stains, make sure you clean these.
- Furniture – dust and clean all surfaces.
- Floor and carpet – vacuum and clean. Use stain removal if there are any stains on the carpet.



Waste and rubbish

Consider recycling or donating usable items that you don't need. Take any unwanted clothes, shoes, and bric-a-brac to local charity shops and items sold will contribute to a good cause. You can find your nearest recycling location [here](#).

For recycling services provided for students and to arrange to have other bulkier rubbish collected by Leicester City Council, click [here](#).

You could also try selling any unwanted items e.g. books, DVD's. Alternatively, you can [donate them](#) or use [Freecycle](#) or Facebook community sites to give them away for free.

Tips to help you avoid a fine or landlord charge

Do not leave your bin or any (un-booked) waste on pavements or highways when you move out – this could result in a fine from the council of £400.

If you leave waste inside the property or in the garden/yard area you may lose some of your deposit to pay for its removal.

If your landlord fly-tips (illegally dumps) the waste you've left behind, **you** may be investigated and fined for fly-tipping, so we always recommend you properly dispose of your waste yourself (if you haven't arranged for the council to remove it).

When you leave, your bin should be left on the property. Check your contract or ask your landlord/estate agent about whether you can leave waste in your bin when you leave.

On your **move out day remember to take photos** of the property, kitchen, bathroom, etc.

Final Payments and Bills

You will be responsible for the property bills; from the date your tenancy starts until the tenancy ends. We would therefore advise that you have a house/flat mate meeting around two weeks before you move out to discuss the paying of all bills and to ensure that everyone will be paying their fair share at the end of the tenancy. If you are the named person on bills, it may be worth writing up an agreement whereby you all agree to pay your share, giving contact details for when you leave the property (sign and date it) so that not one person is left with a huge bill at the end of the tenancy and is therefore liable. This is not legally binding but shows intent to share the final costs equally. You may wish to seek further legal advice regarding this.

You should also ask your utility companies for a final bill, as you may need to send proof of payment to your landlord/estate agent.

Contact any utility and services providers on the day the last person leaves giving meter readings (take photos of meter readings as proof), to ensure that their records are up-to-date. Once you have, provide your landlord with proof of each settlement and the final bill so that they know you've taken care of each area.



TV license – cancel your TV licence and claim a refund, for more information click [here](#).

Cancel all of your subscriptions, e.g. TV/media packages, broadband internet and also cancel your household insurance.

Keep in mind that your landlord or agent cannot require you to pay a fee when you leave the property, or check out, on a Saturday, or at any time over the weekend/evening. However, a Landlord or agent must agree to this and may be reluctant to do so if this falls outside of their normal working hours, should they be required to attend. Therefore, if you choose to do this, they may charge you provided that they have offered an alternative option, which is not unreasonable and does not require you to pay a fee (e.g. a check out during office hours).

Additional things to consider

International students

Depending on your visa arrangement, some international students may have to tell the police and University that you are moving and provide them with your new address. Make sure you check if this applies to you.

If you're not sure, you can find information on the University website [here](#).

Transportation

Many students leave University with more belongings than when they arrived and lugging them around on public transport isn't the most practical option. So, if you find yourself struggling to transport your stuff home, it's a good idea to ask if any family or friends can come and help you. Alternatively, you could hire a van or pay for storage facilities in Leicester.

Check, Check, Check!

Even after you've done your deep clean, run over the house and do another check. Make sure that everything has been accounted for, taken photos, right down to the finest details like blue tack or nails in the wall.

Nearly there. Once you've covered everything above, you can finally hand back your keys. Make sure that every single one gets passed back over to the landlord/estate agent.

If you don't, your landlord may be forced to change the locks and will then expect you to front the bill, which they might want to take from your deposit.

Moving out

So the time has come when you will be moving out soon. Find out here how to make it as trouble free as possible and get your deposit back quickly. To be fair, if you have been following our guide it will not be that hard.

Now the countdown begins

6 weeks to go

- If applicable give your landlord notice that you are moving out.
- Start gathering your possessions – get those things back from your friends.
- Get rid of unwanted items ie sell or give away.

4 weeks to go

- Dig out that inventory you agreed and signed when you moved in. You need to go through it again to ensure the house is put in the condition it was when you moved in or better! Use the photos you took to help.
 - Is anything damaged, broken, stained?
- Start collecting empty boxes and bubble wrap.

3 weeks to go

- Start using up frozen food and buy small supplies until you move.
- Contact the utility companies and let them know the final date of your tenancy.
- Clean everything thoroughly. This may be time consuming and may require a lot of cleaning products, but it needs to be done. You are all jointly responsible for the condition of the property so you all need to do your fair share. If you don't clean you all run the risk of losing some of your deposit. Don't forget the garden!

2 weeks to go

- Start packing your non-essentials such as books.
- Notify others of your change of address:
 - Your bank/building society
 - Your car insurance providers
 - DVLA
- Visit the post office and arrange for your post to be forwarded. You will be charged a small fee for this service.
- Put furniture back in its original place.

1 week to go

- Clean! Clean! Clean! All of you need to pull on the marigolds and get scrubbing. Cooker, fridge, bathroom skirting boards, you name it, it needs cleaning.
- Keep packing – but don't pack your camera!
- Cancel the TV Licence and apply for a refund.
- Locate all instruction manuals (cooker, oven etc.) and put them in a safe place.
- Put out the bins – don't miss collection day.
- Clean the oven – all of it!
- Defrost and clean the fridge and freezer.
- Arrange with your landlord/agent to carry out an inspection. This will give the landlord/agent the opportunity to discuss any matters that need attention. If any issues arise, rectify it before moving out so that the landlord/agent do not need to employ professionals to do this work.

Recent/Proposed Housing Legislation Changes

Renters (reform) bill 2023/24 ongoing discussions

In the 2019 Queen's Speech promised us a [Renters' Reform Bill](#), the [government's White Paper](#) in 2022 reiterated the plans and, in March 2024, the Minister for Housing and Planning indicated that the bill would be brought forward by the autumn.

The Renters (Reform) Bill received its first reading in May 2023 but the initial bill did not include provisions to extend the Decent Homes Standard to the private rented sector. This is due to be introduced at a later date.

The bill seeks to stop landlords from banning tenants from keeping pets, scrapping no-fault evictions and ensuring all landlords speedily address hazards and make homes safe.

Renters can't wait any longer. [Sign Shelter's petition](#) to demand better.

What does the proposed Bill mean?

The bill will hopefully rebalance the rights and responsibilities of renters and landlords. In doing so, it will drive up standards and everyone will know what's expected of them.

As part of the bill, landlords will still be able to regain possession of their home – they'll just have to provide a legitimate reason for doing so.

What does the bill include?

- The bill aims to bring a better deal for renters and will:
 - Abolish section 21 (no fault evictions). Essentially it will be easier to tenants to challenge poor practice and unfair rent increases without fear of eviction.
 - Introduce more comprehensive possession grounds which would make it easier for landlords to evict tenants for antisocial behaviour or failure to pay rent.
 - Protect against backdoor evictions by ensuring tenants can appeal above market rents.
 - Introduce a private rented sector ombudsman which will provide fair and impartial resolutions to issues.

- Create a digital portal to help landlords understand their legal obligations and gives better information to tenants which will allow them to make informed decisions when entering into a tenancy agreement.
- Make it illegal for landlords to have a blanket ban on renting to tenants with children or pets. As well as make it illegal for landlords to have a ban on tenants' benefits.
- Ban Fixed term tenancy agreements (FTTA's).

What will this mean for students?

- The biggest impact to students can be seen when it comes to Fixed Term Tenancy Agreements - FTTA's. This is because most students who are living in private rented accommodation would have signed FTTA which run for 12 months.

Possible impacts to students include:

- Tenancies become opened ended with a two-month notice period. Students may then start handing in their notice period for the property in April and May.
- The above also means that students seeking accommodation will finish the year of being a student without knowing where they will live for the next year.
- Students could feel more pressure when it comes to securing accommodation leading to reduced standards caused by pressure to take a property as soon as it is available.
- Student tenancies are also likely to be joint tenancies, and the bill means that if one tenant gives notice the tenancy ends for all of tenants. This may cause issues when some may want to stay in a property over the summer while other housemates may not or if a student drops out midway through the year. This becomes a large risk for care-experienced students, those estranged from their families and international students.
- The removal of FTTA's also means that landlords cannot ensure their property will be filled for 12 months at a time, therefore landlords may move into professional rental market or Airbnb letting.

Private rented sector reforms

The government published its proposal for legislative change in the white paper 'A Fairer Private Rented Sector' in 2022. The white paper proposed **major reforms to the private rented sector**, such as the **abolition of Section 21 notices**, as well as introducing a new Decent Homes Standard to the private rented sector.

What are Section 21 Notices?

A Section 21 Notice will be issued if a landlord wants to evict a tenant – at present they do not need to give a reason (it could be that they want to move back into the property themselves).

It needs to be valid – it is only valid if you have an assured shorthold tenancy. If you don't have an assured shorthold tenancy, then your notice is not valid - You will be able to challenge the eviction and stay in your home.

Section 8 Notice

You may get a Section 8 Notice (this is the first step a landlord has to take to make you leave your home) if you are in rent arrears – **do not ignore this!**

Your section 8 notice will only be valid if you've got an **assured** or **assured shorthold tenancy**

The Decent Homes Standard

The Decent Homes Standard would require private sector landlords to ensure their properties are free from health and safety hazards.

Declaring yourself Homeless – I am a student I can't do this? YES YOU CAN

As long as you don't make yourself intentionally homeless and have studied at UoL for 6 months or over and you become homeless, you CAN present yourself to the council and declare yourself homeless and they have a duty of care to house you (in a hostel or B&B).

Guidance for local authorities on private rented housing

In November 2022, Department of Levelling Up, Housing and Communities (DLUHC) also published guidance for local authorities on their duty to review housing conditions in private rented accommodation under the Housing Act 2004.

All local authorities are directed to:

- pay particular attention to high scoring category 2 damp and mould hazards
- provide Department of Levelling Up, Housing and Communities (DLUHC) with an assessment of the damp and mould issues affecting private rented properties in their area
- supply Department of Levelling Up, Housing and Communities (DLUHC) with an assessment on action which may need to be taken

Local authorities are also asked to provide information to Department of Levelling Up, Housing and Communities (DLUHC) on the last three 12-month reporting periods on the number of:

- damp and mould hazards the authority has dealt with
- occasions where enforcement action has been taken, and how this has been done
- civil penalty enforcement notices issued on damp and mould
- prosecutions successfully pursued regarding damp and mould

Extending Awaab's Law

The **Social Housing (Regulation) Act** received royal assent in July 2023. After the coroner's report was published, the Department of Levelling Up, Housing and Communities (DLUHC) announced in February 2023 that new measures on damp and mould would be included in the bill. This will be known as 'Awaab's law'.

'**Awaab's law**' will require landlords to fix reported health hazards within specified timeframes. This will become an implied term in social housing tenancy agreements.

These measures, along with other provisions from the Act, are expected to come into force in 2024.

Under the proposals, Awaab's Law will be extended to the private rented sector. This will ensure that all renters in England are empowered to challenge dangerous conditions in their homes, such as black mould.

Allowing pets

The Renters' Rights Bill will give all tenants the right to ask to keep a pet in their home. Landlords “cannot unreasonably refuse”, under the proposed rules.

This may not always be the landlords' decision; if a tenant is renting in a block of flats, for example, the landlord may be restricted by the leaseholders' or housing association's rules.

If the landlord does give a tenant the nod to keep a pet, they will be within their rights to ask them to take out pet insurance.

Banning 'bidding wars'

Also included in the reforms is a legal requirement for Landlords and letting agents to publish the required rent for a property in a crackdown on the practice of forcing potential tenants into a bidding process.

Rental bidding wars - which see tenants forced to bid for their properties - will be banned.

Landlords and letting agents will be legally required to publish an asking rent for their property, and they will be banned from asking for any bids above this price.

Ending the blanket ban on renting to benefit claimants and families

The bill seeks to outlaw bans imposed by some landlords on those receiving benefits or with children.

Drive to increase standards

A Decent Homes Standard will be applied to the private rented sector for the first time, with the government highlighting that 21% of privately rented homes are currently classified as “non-decent” and more than 500,000 contain the most serious hazards.

The government said good landlords “will benefit from clear regulation” which “will eliminate unfair competition from those who, for far too long, have got away with renting out substandard properties to tenants”.

Rent hikes

The bill will, for the first time, end arbitrary rent review clauses in tenancy agreements.

Landlords will only be allowed to raise rent once a year at the market rate.

New private rented sector database

A new private rented sector database will also be created to clarify landlords' obligations, enable tenants to make informed choices and improve councils' enforcement.

Councils will also be able to use the database to target enforcement where it is needed most.

Councils will have more powers

Councils will also be given greater powers to tackle rogue landlords in a bid to rid the sector of the worst offenders.

Fines for serious offences will be increased, and greater enforcement powers will help local authorities tackle poor housing for tenants.

When will the reforms take effect?

This bill is in its infancy and has a long way to go before it becomes law. Do your research to see when it comes into force.

It was introduced to Parliament on Wednesday, September 11, and then will wind its way through the Lords. The bill, or parts of it, may be challenged and changed.

Where to get Advice

Students' Union Advice Service

Contact: [Get In Touch](#)

Phone: +44 (0) 116 223 1132

Website: leicesterunion/support/housing

UoL Free Legal Advice Clinic

To book an appointment you will need to complete the [Initial Client Details Form](#) and send it to lawadviceclinic@leicester.ac.uk to have your case considered.

More information is available at: le.ac.uk/law/about/legal-advice-clinic

Shelter England

Charity providing **expert advice and support regarding housing**.

Free helpline (8am-8pm on weekdays and 9am-5pm on weekends): +44 (0) 808 800 4444

Online chat: england.shelter.org.uk/get_help/webchat

Housing advice pages: england.shelter.org.uk/housing_advice

Citizens Advice

Citizens Advice provides free, confidential and independent advice to help people overcome their problems.

Phone: +44 (0) 300 330 1025

Website: citizensadvice.org.uk/housing/

Leicester City Council

The City Council offers support services and advice to private tenants and landlords.

Phone: +44 (0) 116 454 1001

Website: leicester.gov.uk/your-community/housing/renting-private-housing/

Gov.Uk Advice

The government website offers information in regard to landlord responsibilities when renting out their property. This information is available here: [gov.uk/renting-out-a-property](https://www.gov.uk/renting-out-a-property)

Ombudsman schemes

For ongoing unresolved problems and complaints about letting agents/agencies you can also contact the organisations below (and also about landlords if they are members of the Ombudsman scheme).

- [Property Ombudsman](#)
 - [Property Redress Scheme](#)
 - [Property complaints - Which](#)
-

Other Reading/Useful Links

[Private Renting for Students](#)

[What are your rights as a tenant?](#)

[Student housing - rights and responsibilities in halls](#)

[What are your tenancy rights as a student?](#)

[Savvy students know their renting rights](#)

[Right to Rent - A Guide for Students](#)

[Renters Reform Bill – UK Parliament](#)

Disclaimer: This document is for general use and advice only and is not intended to offer legal, or specialised housing advice; it may be out of date, incorrect, or maybe a signposting link. You are required to seek legal advice from a solicitor before acting on anything written hereinabove.

leicesterunion.com/advice

Advice Service

advice.le.ac.uk

0116 223 1132



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