



trailblazer devon

A Homelessness Prevention Partnership



Renting Your First Property

A step-by-step guide

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Trailblazer Devon is part of the Department of Communities and Local Government Trailblazer initiative, delivered in partnership with: Exeter City Council, East Devon District Council, Teignbridge District Council, Mid Devon District Council, Julian House, Citizens Advice Exeter and St. Petrock's.



INTRODUCTION

Renting your first home can be both exciting and daunting all at the same time. There are many details to think about and decisions that you will need to make.

This guide will make you aware of the action you need to take and the things you need to think about now. It contains basic advice, links to further information (locally and nationally), and a section on common myths about renting a home.

While written for people who are about to rent their first home, this guide can also provide people who have rented homes over a number of years with advice and information too.

THE TRAILBLAZER DEVON PARTNERSHIP

The guide has been produced by Trailblazer Devon, which is a Government-funded initiative to help prevent homelessness across Exeter, East Devon, Mid Devon and Teignbridge.

Trailblazer Devon is a partnership between Exeter City Council, East Devon District Council, Teignbridge District Council, Mid Devon District Council, Julian House, Citizens Advice Exeter and St. Petrock's.

Disclaimer

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This booklet has been produced on behalf of Trailblazer Devon by Citizens Advice Exeter.

All the information was correct at the time of publication. It contains links to external websites, and while every effort has been made to ensure these are accurate, Citizens Advice Exeter and Trailblazer Devon cannot be held responsible for any information on these sites. For up-to-date advice and information visit <https://www.citizensadvice.org.uk/>.



USING THIS GUIDE

This step-by-step guide has been written to give you initial advice and information about many different aspects related to renting a first home.

We want as many people as possible to benefit from the guide, so we have kept information general and broad. If you find that you need more detail on particular areas of information, please follow the links provided in each section or at the back of this booklet.

Alternatively, please visit the Trailblazer Devon website by visiting www.trailblazerdevon.org.uk to find the contact details of organisations that may be able to help you.

If you do not have access to the internet, please see the links sections at the back of this booklet for telephone numbers of organisations that may be able to help with renting a first home.

RENTING YOUR FIRST PROPERTY: STEP-BY-STEP INFORMATION

We understand that the information people need about renting a home will be different depending on their own personal circumstances. This booklet breaks down information into a step-by-step guide so you can easily find the most important information you need.

In this guide you will find information on the following areas concerning renting a home for the first time:

- Step 1 What you need to know
- Step 2 Finding a suitable property
- Step 3 Renting from a private landlord
- Step 4 Rights and responsibilities of the tenant
- Step 5 Responsibilities of the landlord
- Step 6 The end of the tenancy
- Step 7 Problems with renting
- Step 8 Use our handy checklist

Throughout the information provided in each step we have provided web links to where you can access further sources of advice and support from a range of organisations.



STEP 1: WHAT YOU NEED TO KNOW

When you are considering renting a home it is important for you to know what you can afford and also to understand the kind of rental agreement you are entering into.

Use this guide to find out about your rights and responsibilities as a tenant. Although there is some information about renting from housing associations and about Housing Benefit, most of the information in this guide relates to renting from a private landlord. It also has information on problems you may have while renting.

For advice on all aspects of renting a home, whether privately or from a social housing landlord, visit the Citizens Advice website at www.citizensadvice.org.uk/housing/renting-a-home

How much can you afford?

Renting your first home is an exciting time, but remember there will be more costs than just rent, don't forget about deposits and bills like council tax and electricity.

Most people can afford up to around 35 per cent of their monthly income, but this may vary depending on your family circumstances and whether you have debts or other outgoings.

To help you work out how much you can afford to pay, visit the Money Advice Service website at www.moneyadviceservice.org.uk/en/articles/how-much-rent-can-you-afford

What is a rent guarantor?

If you are young, unemployed or studying, or renting for the first time – your landlord may consider you as more risky than other tenants. As a result, they may require you to ask someone (typically a parent or guardian) to act as 'guarantor' – to provide a guarantee that the rent will be paid.

This means that if you should fail to pay the rent one month, your guarantor can be legally called upon by the landlord to pay up instead of you. This is particularly worth bearing in mind if the property is shared, as in this case the guarantor may be liable for any failure of the rent from other tenants – not just one individual in a shared house.

More information at the Money Advice Service website at www.moneyadviceservice.org.uk/en/articles/your-legal-and-financial-responsibilities-when-renting

There are organisations which help with guaranteeing rent, for more information on rent deposit, bond and guarantee schemes visit the Shelter website at:

http://england.shelter.org.uk/get_advice/private_renting/costs_of_renting/rent_deposit_and_bond_schemes

If you are relying on Housing Benefit to help you to pay your rent you need to find out what size accommodation you are eligible for and you need to check the Local Housing Allowance level. This is the maximum



amount of rent that can be used when calculating entitlement to housing benefit. It depends on the number of people who live with you and where your property is. Local Housing Allowance applies to tenants who:

- rent from a private landlord and their tenancy started on or after 15th January 1989 and
- make a new claim for housing benefit or
- change address or
- have a break in benefit entitlement and then make a new claim for housing benefit.

For more detailed information about Local Housing Allowance visit the website of your district or city council:

- East Devon District Council - <http://eastdevon.gov.uk/benefits-and-support/housing-benefit/local-housing-allowance-lha/>
- Exeter City Council - <https://exeter.gov.uk/benefits-and-welfare/how-to-claim-benefits/local-housing-allowance/>
- Mid Devon District Council - <https://www.middevon.gov.uk/residents/benefits/housing-benefit/who-can-apply-for-housing-benefit/>
- Teignbridge District Council - <https://www.teignbridge.gov.uk/benefits-and-support/about-benefits/local-housing-allowance/>

If you are under 35 and live alone, your housing benefit entitlement must be based on the equivalent of the amount of rent for a room in a shared house, regardless of the accommodation you actually live in.

Bedroom Tax

The “bedroom tax” is also known as the ‘under-occupancy charge’, the ‘social sector size criteria’ and the ‘removal of the spare room subsidy’.

The phrase “bedroom tax” is normally used to refer to the deduction made to Housing Benefit when a claimant lives in (oversized) social housing, and it is a percentage deduction of the overall rent according to how many “extra” rooms a tenant has.

The same principle applies to private tenants, and has done so since the introduction of Local Housing Allowance (LHA). Rather than a “tax” (a percentage reduction in the overall rent), Housing Benefit is restricted to the LHA amount set for the appropriate size of accommodation in the local area.

Put another way, social tenants would receive Housing Benefit, but some of this would be deducted if a tenant has too many rooms.

Private tenants, regardless of the number of bedrooms they have, only receive a set value for the number of bedrooms they have.



STEP2: FINDING A PROPERTY

There are lots of places that properties can be advertised; in the local paper, on the internet and through lettings agents are three of the most common.

Once you have found a property that suits your budget you should arrange a viewing.

Always have more than one viewing and ideally take someone else with you who might spot things that you have missed.

Take a list of things you need to check when you have your viewing. Below we provide a checklist of items that you should check when you visit a prospective property:

- If it has a gas supply, ask to see the gas safety certificate for the property, and confirm it is renewed annually. Check for any small red warning stickers on gas appliances, this could mean there have been gas problems in the past.
- Check the structure of the property, including the roof, windows and examine areas which may be susceptible to damp, like cupboards or wardrobes. Remember you are looking around someone's property, so always ask permission.
- Check things like TV reception, internet speed and mobile phone reception.
- Find out who is responsible for all the bills at the property.

- Inspect the property's Energy Performance Certificate (EPC) which will help you to work out how much it costs to heat the property and give information about insulation. At a minimum this must be rated E or above in order for the property to be rented out.

- Check that smoke detectors and carbon monoxide alarms are fitted and working correctly.

- Ask how long the tenancy is. Tenancies are typically six or 12 months, but many landlords will offer longer tenancies if you feel you would like more security.

- Check if there are rules about children, pets or smoking at the property.

- Find out the landlord's name and address. They are obliged by law to give this to you.

Deposit protection

If the landlord asks for a deposit, check that it will be protected in a government approved scheme.

The schemes are designed to keep your tenancy money safe; some hold the money, and some insure it.

Tenancy deposit protection law usually gives a landlord 30 days to protect your deposit with a government-backed scheme and to provide you with certain information.



Disputes can be resolved without tenants or landlords involving the court once a tenancy deposit has been protected.

For more information visit the Shelter website at http://england.shelter.org.uk/get_advice/tenancy_deposits/tenancy_deposit_protection_schemes/tenancy_deposit_protection

Once you have arranged a viewing make sure you have all the documents your landlord will want to see, e.g. identity documents, credit history and possibly details about your employment. Immigration checks by landlords to show that their tenants are entitled to be in the UK have now been rolled out across the country.

If you are renting through a letting agent

A letting agent can help you find accommodation owned by a private landlord. Some will help you simply to find accommodation, but many letting agencies manage properties on behalf of a landlord, which means that you may have no direct contact with your landlord.

Before choosing to rent with a letting agent you should check all the fees they charge. By law these should all be displayed in the agent's office and on their website.

Citizens Advice has a handy factsheet about dealing with letting agents at www.citizensadvice.org.uk/Documents/Advice%20factsheets/Housing/h-renting-from-a-letting-agency.pdf

Once you have found your property:

- Make sure you have a written tenancy agreement and read it carefully to understand your rights and responsibilities. More information about tenancy agreements can be found on page 16. If you have any concerns about the agreement, seek advice before you sign.
- Agree an inventory with your landlord. This is a list of furniture and other contents which have been provided in the accommodation by your landlord. It will make things easier if there is a dispute about the deposit at the end of the tenancy. If you are happy with the inventory, sign it and keep a copy. You could also take photos as extra security to show the condition of items.
- Remember to take meter readings when you move in. This will help make sure you don't pay for the previous tenant's bills.
- Contact details. Make sure that you have the correct contact details for the landlord or agent, including a telephone number you can use in case of an emergency.

There is lots of information about renting privately on the Shelter website. Visit http://england.shelter.org.uk/get_advice/private_renting



STEP 3: RENTING FROM A PRIVATE LANDLORD

As a tenant you should know which type of tenancy you hold. You could be:

- an assured shorthold tenant
- an assured tenant
- an occupier with basic protection

Assured shorthold tenants

The most common type of tenancy is an assured shorthold tenancy. This is granted for a fixed period of not less than six months. It can be longer and many landlords will offer a longer term. After the tenancy ends your landlord can apply to the court to take possession of the property as long as they have given you two months' notice in writing. This is called a section 21 notice. If your landlord does not renew the agreement, you can stay on until your landlord serves notice that they want to take possession of the property.

As an assured shorthold tenant you have the right to stay in the accommodation until the fixed term ends unless your landlord can convince the court there are reasons for eviction. These could be things like rent arrears, damage to property or a breach of other terms of the agreement.

For details about other types of tenancy visit the Citizens Advice website at <https://www.citizensadvice.org.uk/housing/renting-a-home/renting-from-a-private-landlord/#h-assured-tenants>

The Government information website has a link to a really helpful publication called 'How to rent – the checklist for renting in England'. Visit the website at www.gov.uk/government/publications/how-to-rent

Tenancy agreements

What is a tenancy agreement?

This is a contract between you and your landlord. You need to have one to protect both your and your landlord's rights. And while it offers you protection, it also means you have certain responsibilities as the tenant.

Any arrangements you make about your tenancy will be part of the tenancy agreement as long as they do not conflict with law.

A tenancy agreement can be written or verbal. Try to obtain a written agreement as verbal agreements are difficult to enforce, although a legal contract exists between a landlord and a tenant whether or not anything is written down.

Social housing landlords such as local authorities and housing associations should always give you a written tenancy agreement.

GOV.UK has advice and information on your rights and responsibilities when renting privately, visit the website at <https://www.gov.uk/private-renting>



Some solicitors and estate agents supply samples of written tenancy agreements. You can also find a template agreement on the Government website at www.gov.uk/government/publications/model-agreement-for-a-shorthold-assured-tenancy

A tenancy agreement can give both you and your landlord more than your statutory rights, but cannot give you less than your statutory rights.

A tenancy agreement can be made up of:

- express terms. These include what is in the written tenancy agreement, if there is one, in the rent book, and/or what was agreed orally
- implied terms. These are rights given by law or arrangements established by custom and practice. For example the right to have basic repairs carried out in your home

If you are visually impaired, the tenancy agreement must be written in a format you can use, for example, in large print or Braille.

What should be in a tenancy agreement?

It is good practice for a written tenancy agreement to include the following details:

- your name and your landlord's name and the address of the property which is being let
- the date the tenancy began
- details of whether other people are allowed the use of the property, and if so, which rooms
- the duration of the tenancy, eg, whether it runs out on a certain date
- the amount of rent payable, how often and when it should be paid and how often and when it can be increased. The agreement could also state what the payment includes, for example, council tax or utilities
- whether your landlord will provide any services, for example, laundry or maintenance of common parts, and whether there are service charges for these
- the length of notice which you and your landlord need to give if the tenancy is to be ended. Note that there are statutory rules about how much notice should be given and these will depend on the type of tenancy and why it is due to end

The agreement may also contain details of your landlord's obligations to repair the property, although it is rare for agreements to go into lengthy details. Your landlord's obligations to repair depend on the type of tenancy.



1. For more information on your landlord's obligations to repair visit the Citizens Advice website at:

www.citizensadvice.org.uk/housing/renting-a-home/common-problems-with-renting

2. For information on the rights and obligations of social housing tenants and landlords, visit the Citizens Advice website at:

www.citizensadvice.org.uk/housing/renting-a-home/renting-from-a-social-housing-landlord

3. For information on the rights and obligations of private sector tenants and landlords, visit the Citizens Advice website at:

www.citizensadvice.org.uk/housing/renting-a-home/renting-from-a-private-landlord

There is lots of information about tenancy agreements on the Government information website at www.gov.uk/private-renting-tenancy-agreements

What documents and information must the tenant receive?

By law, as a tenant, you must be given the following information:

- if you have a weekly tenancy your landlord must provide a rent book or similar document. They are committing a criminal offence if they fail to do so
- If you do not know the name of your landlord, you can make a written request to the person who receives the rent for the full name and address of your landlord. They must supply you with this information in writing within 21 days, after which they commit an offence
- in England and Wales if the tenancy is an assured shorthold which was created on or after 28 February 1997, your landlord must provide basic written terms of the agreement within 28 days of you requesting this in writing.
- If the property has gas, the landlord must provide a gas safety certificate each year.
- Deposit paperwork. If you have provided a deposit, the landlord must protect it in a government approved scheme. Make sure you get the official information from the scheme, and that you understand how to get your money back at the end of the tenancy. Keep this information safe as you will need it later.
- The Energy Performance Certificate (EPC). This will affect your energy bills and, unless you are in a House of Multiple Occupation (HMO), the landlord must provide one. At a minimum the EPC must be rated E or above in order for the property to be rented out.



The landlord should also provide you with a record of any electrical inspections. All appliances must be safe and checks every five years are recommended.

If there is a television set, DVD or video recorder in the accommodation, you are responsible for obtaining a television licence, unless your landlord installed the set. However, even if your landlord supplies the set, you should check that a licence exists by contacting the National TV Licence Records Office. If there is no licence, you could be liable for prosecution because you are the user of the set.

Sham tenancy agreements

The rights laid down by law always override those which are stated in a written or oral agreement. An agreement which suggests that you or your landlord have less rights than those given by common law or statute is a sham tenancy agreement.

Visit the Citizens Advice website for more information on www.citizensadvice.org.uk/housing/renting-a-home/tenancy-agreements/#h-sham-tenancy-agreements

Ending a tenancy agreement

Your, or your landlord's, right to end a tenancy agreement and your right to stay and be protected from eviction will depend on the type of tenancy you have. See page 16 for more information.

Who owns the property?

It is important to check whether your landlord owns the property or not. It could be that they are subletting, e.g. renting you a property that they are renting from someone else. If this is the case you should check the property owner has consented to this. It may leave you vulnerable to eviction if the property has been sublet without permission.

Is the property mortgaged?

If your landlord falls behind with their mortgage payments, their mortgage lender could take them to court to get possession of the property. This will usually give them permission to evict anyone who lives there, including tenants.

In most cases, if the mortgage lender has been granted a possession order, you will have no right to stay in your home.

For more information visit the Citizens Advice website at www.citizensadvice.org.uk/housing/renting-a-home/repossession-by-your-landlord-s-mortgage-lender/

This is a complicated area and you may need help from a specialist adviser. In this guide, see the page that contains links (page 41) for details about where you can turn for this help.



STEP 4: YOUR RIGHTS AND RESPONSIBILITIES AS A TENANT

You'll have certain rights and responsibilities if you're a tenant in privately rented property.

Your rights:

- to live in a property that's safe and in a good state of repair
- have your deposit returned when the tenancy ends - and in some circumstances have it protected
- challenge excessively high charges
- know who your landlord is
- live in the property undisturbed
- see an Energy Performance Certificate for the property
- be protected from unfair eviction and unfair rent
- have a written agreement if you have a fixed-term tenancy of more than three years.

Your responsibilities as a tenant:

You must give your landlord access to the property to inspect it or carry out repairs. Your landlord has to give you at least 24 hours' notice and visit at a reasonable time of day, unless it's an emergency and they need immediate access.

You must also:

- take good care of the property, e.g. turn off the water at the mains if you're away in cold weather. If you want to do some decorating you should always check with the landlord first.
- pay the agreed rent, even if repairs are needed or you're in dispute with your landlord. If you do not do this you could face

eviction. For more information about problems with paying your rent see page 31

- pay other charges as agreed with the landlord, eg Council Tax or utility bills
- repair or pay for any damage caused by you, your family or friends
- only sublet a property if the tenancy agreement or your landlord allows it
- be considerate to your neighbours. You could face eviction if you are found to be behaving anti-socially.

As a tenant you should also do the following:

- ensure you know how to operate the boiler and other appliances and know where the stop cock, fuse box and any meters are located
- test your smoke alarms and carbon monoxide detector – at least once a month
- report any need for repairs to your landlord. There will be a risk to your deposit if a minor repair turns into a major problem because you did not report it soon enough.

Your landlord has the right to take legal action to evict you if you don't meet your responsibilities.

Make sure you have taken out contents insurance for your belongings. Your landlord is only required to insure the building.



STEP 5: YOUR LANDLORD'S RESPONSIBILITIES

Your landlord also has certain responsibilities in privately renting a property out. These include:

- maintain the property you live in and keep it safe and free from health hazards
- deal with any problems regarding the gas, electricity and water. See below:
 - gas safety; make sure gas equipment they supply is safely installed and maintained by a Gas Safe registered engineer; have a registered engineer do an annual gas safety check on each appliance and flue and give you a copy of the gas safety check record before you move in, or within 28 days of the check
 - electrical safety; make sure the electrical system is safe, e.g. sockets and light fittings and that all appliances they supply are safe, e.g. cookers and kettles
 - fire safety; to follow fire safety regulations, e.g. check you have access to escape routes at all times; make sure the furniture and furnishings they supply are fire safe and provide fire alarms and extinguishers (if the property is a large House in Multiple Occupation (HMO))
- carry out most repairs
- give at least 24 hours' notice of visits for things like repairs – the landlord cannot walk in whenever they like. See below
- get a licence for the property, if it is a licensable property.

The landlord should also insure the building to cover the costs of any damage from flood or fire.

Any furniture provided by your landlord must be fire resistant, unless the landlord is letting a room in their own home, or letting the whole home on a temporary basis.

All new and secondhand upholstered furniture sold after 1 September 1990 should meet the fire safety regulations, and carry a label to say so. The labels should be permanently attached to a hidden part of the item. If a piece of furniture does not carry a label saying that it meets the regulations, it is likely that the item does not meet the regulations and must be replaced.

The landlord's rights of entry

Your landlord has a right to reasonable access to carry out repairs. What 'reasonable access' means depends on why your landlord needs to get access. For example, in an emergency, your landlord is entitled to immediate access to carry out any necessary work.

Your landlord also has a right to enter the property to inspect the state of repair or to empty a fuel slot meter, but they should always ask for your permission and should give you at least 24 hours' notice.

If you are staying in lodgings where it is agreed that your landlord provides a room-cleaning service or where you share a room with other lodgers, your landlord can enter without permission.



Your landlord does not have a right to enter in any other circumstances unless they have a court order.

If you are having problems with your landlord who is entering the accommodation without your permission, you should seek specialist advice. In this guide, see the page that contains links (page 41) for details about where you can get this help.

STEP 6: AT THE END OF YOUR TENANCY

At the end of the fixed term of your tenancy you will have to decide whether you want to extend the tenancy and stay in the property or whether you want to leave.

If you decide to stay

You will have to decide whether to sign up to a new fixed term. This can sometimes incur costs, particularly if you are renting through an agent. If not, you will be on a 'rolling periodic tenancy'. This means you carry on as before but with no fixed term – you can leave at any time by giving one months' notice. Or your landlord can end the contract by giving two months' notice.

Be aware that your landlord might want to increase your rent. Your landlord can increase your rent by agreement, or as set out in your tenancy agreement, or by following a procedure set out in law.

If you or the landlord want to end the tenancy

There are things that both landlords and tenants must do at the end of the tenancy:

- Giving notice. It is a legal requirement for landlords to give you proper notice if they want you to leave. Normally, the landlord must allow any fixed period of the tenancy to have expired, and they must have given at least two months' notice. Your tenancy agreement should say how much notice you must give the landlord if you want to leave the property – one



month's notice is typical.

- Return of deposit. Try to be present when the property is inspected to check whether any of the tenancy deposit should be deducted to cover damage or cleaning costs (a 'check-out inventory'). If you do not agree with proposed deductions contact the relevant deposit protection scheme. See page 12. For more information about problems with getting your deposit back visit the Citizens Advice website at www.citizensadvice.org.uk/housing/renting-a-home/common-problems-with-renting
- Rent. Make sure that your rent payments are up to date. Do not keep back rent because you think that it will be taken out of the deposit.
- Bills. Do not leave bills unpaid. This might have an impact on your future references and credit rating.
- Remove all your possessions, clean the house, take meter readings, return all the keys and give a forwarding address. The landlord is entitled to dispose of possessions left in the property after, typically, 14 days.

If you want to leave the property early

If you want to end a fixed term agreement early you can only do so in one of two ways:

1. With the permission of your landlord. This is called a 'surrender'. It means you and your landlord agree to the tenancy ending. To avoid any problems, it's best to get the landlord's agreement in writing, or

2. If there is a term in your tenancy agreement that allows for the tenancy to end early. This is called a break clause. The break clause will tell you how much notice you have to give.

If you are a joint tenant, the other tenants must agree to end the tenancy too. If you don't end a fixed term tenancy properly, you may end up liable for the rent for the remainder of the time covered by the fixed term.

If you leave without giving proper notice, your landlord may be entitled to charge rent up to the date when notice should have expired, or up to the end of the tenancy agreement if it is a fixed term agreement and you did not give any notice at all.

If you want to end a fixed term agreement early, you should seek independent advice. In this guide, see the page that contains links (page 41) for details about where you can turn for this help.



STEP 7: COMMON PROBLEMS WITH RENTING

Difficulties paying the rent

If you are having problems paying your rent you should address the problem as soon as possible rather than fall into rent arrears. Get independent advice about this.

If you need help to pay your rent, you may be able to apply for housing benefit and /or a council tax reduction. You may also be entitled to other benefits if you are unemployed or on a low income.

For more information visit the Citizens Advice website at www.citizensadvice.org.uk/benefits/help-if-on-a-low-income/help-with-your-rent-housing-benefit/

For information about a reduction in your council tax visit the following page of your local council

- East Devon District Council - <http://eastdevon.gov.uk/council-tax/council-tax-discounts-and-exemptions/>
- Exeter City Council - <https://exeter.gov.uk/council-tax/reduce-your-council-tax/council-tax-discounts/>
- Mid Devon District Council - <https://www.middevon.gov.uk/residents/council-tax/discounts-and-exemptions/discounts/>
- Teignbridge District Council - <https://www.teignbridge.gov.uk/council-tax/reduce-your-council-tax/council-tax-discounts/>

In addition, you may be entitled to Discretionary Housing Payments (DHP). This is a payment you may receive at the discretion of your local authority which can help towards housing costs. You can only get it if you are entitled to Housing Benefit or the Housing Costs element of Universal Credit.

It is available to people who are not receiving enough to cover their rent. There can be several reasons for this, for example:

- your Local Housing Allowance is lower than your rent in private rented property
- your Housing Benefit is reduced because of non-dependant deductions/housing costs contributions
- your Housing Benefit is reduced because you are working age and it has been decided that you have a spare bedroom in social rented property
- your Housing Benefit is reduced due to the Benefit Cap

Discretionary Housing Payment is also available for one-off costs like a rent deposit, rent in advance or removal costs to help you move into a new home.

Unannounced visits and harassment from your landlord

If this is happening to you, you should contact your local council, or if more urgent dial 999. If you are being forced out illegally, contact the police. If your landlord wants you to leave the property, they must notify you in writing, with the right amount of notice – you can only be legally removed from the property with a court order.



Unsafe property

If the property is in an unsafe condition and your landlord won't repair it – contact your local council – see below. It has powers to make landlords deal with serious health and safety hazards.

If you are having problems with your rent, or your deposit, or if your landlord will not do repairs, or if your landlord is harassing you, or you have been illegally evicted contact your local council:

- East Devon District Council - <http://eastdevon.gov.uk/housing/>
- Exeter City Council - <https://exeter.gov.uk/housing/>
- Mid Devon District Council - <https://www.middevon.gov.uk/residents/housing>
- Teignbridge District Council - <https://www.teignbridge.gov.uk/housing/>

Alternatively, for more information on your rights as a tenant visit <https://www.gov.uk/private-renting>

The landlord sells your home with you remaining as tenant

It's possible for your landlord to sell their property with you still living there. In these circumstances, you may be referred to as a 'sitting tenant'.

When the property is sold, the new landlord would 'step into the shoes' of your old landlord and the terms of your tenancy agreement continue. The tenancy agreement is still valid even though the landlord's name is out of date.

Your new landlord may ask you to sign a new tenancy agreement but they can't make you do so. However, if you don't sign it and you have a fixed term assured shorthold tenancy, they could give you notice to leave at the end of that fixed term.

For more information visit the Citizens Advice website at www.citizensadvice.org.uk/housing/renting-a-home/common-problems-with-renting

For more information about these and other problems with renting visit the Shelter website at http://england.shelter.org.uk/get_advice/private_renting/problems_with_renting/seven_problems_with_private_renting



STEP 8: CHECKLIST

Below we give you a few points to check before and during the time you rent a new home:

- Work out how much you can afford to pay
- Check if you need a rent guarantor
- Check your Housing Benefit eligibility
- When viewing a property use our checklist on page 11
- Find out about deposit protection
- Check the lettings agent's fees
- Get a tenancy agreement
- Check whether you need a TV licence
- Find out about the ownership of the property
- Understand your rights and responsibilities
- Understand your landlords's responsibilities
- Check smoke and carbon monoxide alarms
- Ensure your appliances and services (e.g. gas and electricity) are safe and maintained
- Get independent advice if you are having difficulty paying your rent.



MYTHS BUSTING: RENTING A FIRST HOME

There is a lot of information to take on board when renting a first home. In this section we bust some commonly held myths around this process.

Myth 1: *Your landlord can terminate your tenancy at any time*

If your landlord wants to terminate your tenancy they will have to give you either a section 8 or section 21 notice. A landlord can give you a section 8 notice if you:

1. have rent arrears
2. have caused damage to the landlord's property
3. cause a nuisance to your neighbours.

A landlord does not need a reason to issue you a section 21 notice, they may just want to move back into the property themselves. If you are issued with either of these notices you won't have to leave your home straight away, the landlord will need to go to court to evict you. You must continue to pay your rent and bills even if you are issued with either of these notices.

Myth 2: *Your landlord can increase your rent whenever they want*

If your landlord wants to increase the rent that they charge you then they need to follow certain rules. They can't just increase your rent whenever they like. If you have an 'assured shorthold tenancy' then your rent can be increased regularly - for example, every year - but not all landlords will do this. Shelter has a tenancy rights checker to help

you find out what tenancy agreement you have, and the Citizens Advice website has more information about what you can do if your landlord does increase the rent.

Myth 3: *You have to do repairs to the property yourself, and if you ask your landlord to do them they can evict you*

Your landlord has a duty to keep your home in good condition and complete repairs if you need them. They can't ask you to leave your home just for asking for repairs to be done - if they want to evict you they need to follow the proper eviction process. If your landlord does try to evict you because you asked for repairs then you might be able to challenge it.

Myth 4: *You can move out of the rented property whenever you want*

If you want to move out of a rented property it is important that you follow the correct process and give your landlord the right amount of notice. This will depend on what type of tenancy agreement you have. For example, if you are on a fixed term tenancy you can't move out of the property until the end of the fixed term - usually 6 or 12 months, unless there is a clause in your agreement - called a 'break clause' which says that you can, or if your landlord agrees to end the tenancy early. If you have a break clause, you will still have to give notice, and it should be stated in your tenancy agreement the amount of notice you have to give. The other type of tenancy is a periodic tenancy agreement which is also called a 'rolling tenancy'. This is when you have never had a fixed term tenancy and you pay your rent on a monthly or weekly basis, or, your fixed term tenancy agreement has ended and your tenancy has continued to roll on. If you have this



type of tenancy you have to give 1 months-notice or 4 weeks-notice, dependent on how often you pay your rent.

Myth 5: *You can't rent a property if you haven't rented before and have no references*

If you haven't rented a property before and can't give the landlord or letting agent any references you may still be able to rent a property. You should explain to the letting agent or landlord why you are unable to give references and you can also ask for a 'character reference' which is a letter from your employer or someone who knows you well, to show that you are reliable. You may also be asked for a guarantor to agree to pay the rent if you don't - a guarantor may be your parents or someone else in your family who can be relied upon.

For more information on all of these issues or myths, go to this section of the Citizens Advice website: <https://www.citizensadvice.org.uk/housing/renting-a-home/>.



FURTHER HELP

Trailblazer Devon provides advice and information to people at times when they need it most. We want people to understand their rights and live as securely and safely as possible.

While this booklet provides advice and information, we understand that some people may need further assistance when looking to rent a home either for the first time or every time. In this section, we provide links to organisations that can help you further.

Renting a home

- GOV.UK - <https://www.gov.uk/private-renting>
- Shelter - <https://england.shelter.org.uk/> | 0808 800 4444
- Citizens Advice (National) - <https://www.citizensadvice.org.uk/housing/> | 03444 111444

Get Advice

- Julian House - <https://www.julianhouse.org.uk/> | 01392 430 228
- Citizens Advice - <https://www.citizensadvice.org.uk/> | 03444 111444
- St Petrock's - <https://stpetrocks.org.uk/> - 01392 422396

Local Authorities

- East Devon District Council - <http://eastdevon.gov.uk/> | 01395 516551
- Exeter City Council - <https://exeter.gov.uk/> | 01392 277888
- Mid Devon District Council - <https://www.middevon.gov.uk/> | 01884 255255
- Teignbridge District Council - <https://www.teignbridge.gov.uk/> | 01626 361101



HOUSING PASSPORT – ACCESS TO HOUSING

Renting a home can be difficult for many people.

Sometimes landlords and letting agents need a lot of information (your identity, income and current living arrangements) before they agree to rent a house out.

To help with this problem Trailblazers Devon provides a facility for people to create a permanent “Housing Passport” that they can save.

The Housing Passport lets you build a detailed picture of who you are, if you work or volunteer, if you have a family, if you have lived anywhere else and other important details.

Creating a Housing Passport and providing more detail about yourself gives you a better chance of being able to rent a house from a landlord or letting agent.

CREATE YOUR HOUSING PASSPORT

To create your Housing Passport go to: passport.trailblazerdevon.org.uk. Once logged in you will be asked a few questions about yourself.

We recommend taking your time to create your passport and answer questions as carefully and accurately as you can.

All information you provide will be held by Trailblazer Devon and shared with the organisations that are part of this partnership – please read the back page of this booklet for details.





trailblazer devon

A Homelessness Prevention Partnership



Exeter
City Council



Trailblazer Devon is part of the Department of Communities and Local Government Trailblazer initiative, delivered in partnership with: Exeter City Council, East Devon District Council, Teignbridge District Council, Mid Devon District Council, Julian House, Citizens Advice Exeter and St. Petrock's.



S+PETROCKS

Renting Your First Property

A step-by-step guide