

KNOWING YOUR HOUSING RIGHTS AND YOUR RESPONSIBILITIES



Now that you found the perfect pad, you can enjoy living in your new flat and in your new area.

It is more likely you will not face any issues, however communication with your landlord can turn into a nightmare and make your life worst than you expected.

To avoid any conflict, it is best to know your rights and your responsibilities.

This booklet provides you guidelines on tenants and landlord rights regarding lease, repairs and safety.



1. Tenancy Agreement

For a good start, ensure that you know exactly under which agreement you are renting your accommodation and the conditions of the lease. Your rights will slightly differ depending on your tenancy agreement.

You will probably have signed an **Assured** or a **Short Assured Tenancy**.

The Short Assured Tenancy is a form of Assured Tenancy with less security:

- Your landlord can reclaim the property for its own use at the end of the lease
- You must sign (and so rent) for a minimum of 6 months or 12 months
- You must have signed an AT5 form before signing the lease

When signing your tenancy agreement **ensure you understand everything** and that it does include:

- Name and contact details of the landlord and/or agent
- Name of all tenants (if joint tenancy) and address of the property
- Length of the lease, including dates of start and end of lease
- Conditions for ending the lease
- Amount of rent and how it is to be paid
- The deposit and how/when it is returned
- Rights and responsibilities of each party in regards to repairs and maintenance
- Any conditions and restrictions e.g. no smokers, no pets
- All parties must sign and date and this should be witnessed

Your tenancy agreement will renew automatically at the end of the lease for the same length of time (and no more than one year), or as specified in your contract (e.g. renewed monthly) unless you give written notice that you want to leave at the end of the tenancy.



Other situations may apply to you:

- **you don't have a lease:** you have rights as a statutory assured tenant and your landlord has to adhere to them. If you have asked for a lease and your landlord refused you have the right to pursue him/her on court.
- **you rent a room** in which the owner lives: you will have an occupancy agreement but your rights are limited.
- **you have a joint tenancy:** when you sign a tenancy with other tenants you are jointly responsible which means if one tenant does breach any term of the lease, other tenants can be pursued e.g. unpaid rent, noise. So do not sign a joint tenant with somebody you do not trust!

For further advice on your type of tenancy:

Private Rented Sector Team of Edinburgh City Council—

0131 529 7247

OR

East Lothian Council, Musselburgh - 01 620 827 537

2. Landlord Obligations

Landlords may try to reduce their responsibilities when something goes wrong and make tenants for responsible but landlords have the following primary duties.



- **Register** with the local authority and, if applicable, to have a Houses in Multiple Occupation licence

Unsure your landlord is register?

Edinburgh Landlord Accreditation— 0131 529 7278

or

Landlord Accreditation Scotland— 0131 553 2211

- Give a **tenancy agreement** with their name and address or that of their agent
- Give tenants **receipt of deposit** and rent if it is paid in cash
- Give the tenants full possession of the rented accommodation for the duration of the lease

- **Keep the property in good repairs and in habitable conditions:** wind and water-tight, good sanitary installations, heating, electricity, hot and running water, free from damp, good working appliances such as fridges, freezers, cooker, washing machine etc...



Your accommodation is in extreme bad condition?

Public Health of Edinburgh City Council— 0131 529 3030
or
Environmental and Consumer Services of East Lothian
01620 827 365

- **Provide a minimum of 24hours notice** to access the property for any repairs/maintenance unless in emergency
- **Ensure the property meets all safety requirements** (gas, electricity, smoke alarms)

Unhappy with the way your landlord behaves and maintains the flat?

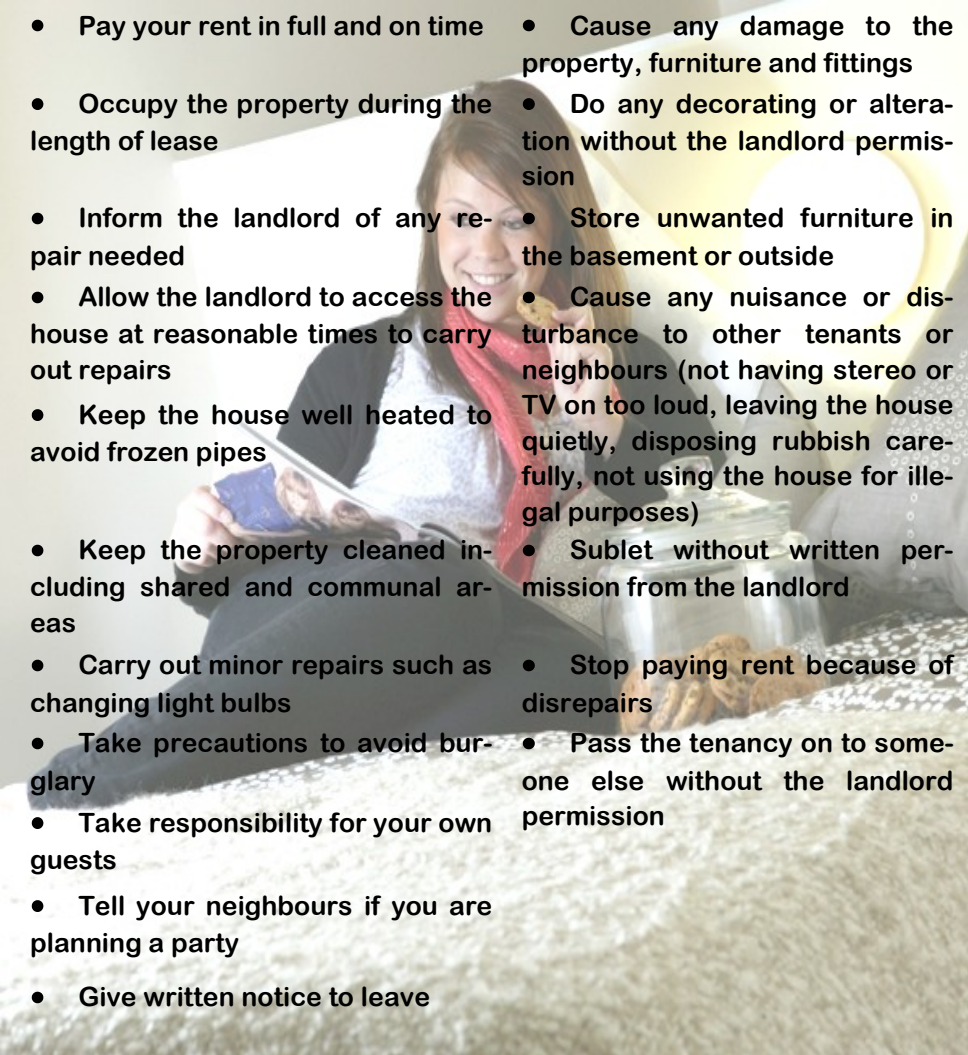
Private Rented Sector Team of Edinburgh Council— 0131 529 7247
or
Private Sector Housing Team of Musselburgh— 01620 827 537

3. Tenant Responsibilities

As your landlord has primary duties, you must act as a “good tenant”

DO

DO NOT

- 
- A smiling woman with long brown hair, wearing a white top and a red scarf, is sitting on a bed with a white blanket. She is holding a blue book and looking at it. The background is a bright, sunny window with a yellow glow.
- Pay your rent in full and on time
 - Occupy the property during the length of lease
 - Inform the landlord of any repair needed
 - Allow the landlord to access the house at reasonable times to carry out repairs
 - Keep the house well heated to avoid frozen pipes
 - Keep the property cleaned including shared and communal areas
 - Carry out minor repairs such as changing light bulbs
 - Take precautions to avoid burglary
 - Take responsibility for your own guests
 - Tell your neighbours if you are planning a party
 - Give written notice to leave
 - Cause any damage to the property, furniture and fittings
 - Do any decorating or alteration without the landlord permission
 - Store unwanted furniture in the basement or outside
 - Cause any nuisance or disturbance to other tenants or neighbours (not having stereo or TV on too loud, leaving the house quietly, disposing rubbish carefully, not using the house for illegal purposes)
 - Sublet without written permission from the landlord
 - Stop paying rent because of disrepairs
 - Pass the tenancy on to someone else without the landlord permission

=> Your tenancy agreement may include further conditions. If you are unsure, ask your landlord

=> If you breach your duties, your landlord may refuse to renew your lease and refuse to give you a reference.

4. Repairs and bad conditions

You **must not rent** a home which is not fit to live in such as:

- it has a bad problem with rising or penetrating **damp**
- it does **not** have **adequate** ventilation, natural and artificial **light** or **heating**
- it does not have an adequate **supply of water**
- it does not have a sink with **hot and cold water**
- it does not have **indoor toilet**
- it does not have **bath or shower** with hot and cold water
- **electricity and gas supply** do not meet safety regulation
- there is **no cooking facilities**



Landlords must ensure the property is kept in **good state of repairs and conditions**:

- the property must be wind and **watertight**
- the property must be fit for you to live in (see details above)
- the exterior of the property must be in a **reasonable condition**
- installations for the supply of water, gas, electricity, and for sanitation, space heating and heating water must be in a **reasonable state of repair and in proper working order**
- any fixtures, fittings or appliances provided by the landlord (such as carpets, light fittings, white goods and household equipment) must be in a reasonable state of repair and **fire resistant**
- any furnishings provided by the landlord must be capable of being used **safely** for the purpose for which they are designed
- the property must have suitable **smoke detectors** - there should be at least one smoke detector on each floor of the property, and if the alarms are installed after September 2007, they should be mains powered rather than battery powered.

Your accommodation is in extreme bad condition?

**Public Health of Edinburgh City Council— 0131 529 3030
Or**

**Environmental and Consumer Services of East Lothian— 01620
827 365.**

You are due to report to the landlord any work that needs to be done.

Your landlord does not carry out repairs?

- **Do Not** carry out repairs yourself
- **Write** a request to your landlord
- **Give** your landlord a deadline to respond warning that you will take further action
- **Report** to the Private Rented Housing Panel (If under Assured Tenancy) or contact the environmental health department of your council as applicable. The council can force your landlord to carry out repairs
- **Take** court action (seek legal advice before going to court) or make an application to the Private Rented Housing Panel

Before taking any action:

- **Collect** evidence of the repairs that need to be done such as photographs, clothes or furniture damaged by dampness
- **get** an expert from the council to do an inspection (inspection if free and confidential)
- **keep** copies of any letters, medical certificates, money you spent to repair



Your Landlord does not carry out repairs?

Private Rented Sector Team of Edinburgh City Council
0131 529 7247

Or

Private Sector Housing Team of Musselburgh— 01620 827 537

5. Safety

Your landlord is responsible to ensure that your flat is safe for you to live in but it is up to you to look after your safety and be alerted of any danger.

Here are tips on how to keep you safe from gas and electricity risks.

GAS

Carbon monoxide gas is known as the 'silent killer' because it's invisible and has no smell. It's also very poisonous and can kill quickly



Be alert of the signs of dangers:

- A yellow or **orange flame**, instead of blue in a gas appliance
- If you **feel sick** such as tiredness, headache, nausea, dizziness, chest or stomach pain
- **Staining, soot or discoloration** around a gas fire or the top of a water heater or central heating boiler
- Excessive **condensation** on windows
- The **boiler stop working**

IN EMERGENCY:

- **Don't switch on or off any electrical appliance**
- **Do not smoke**
- **Turn off the gas supply at the meter,**
- **Get out immediately leaving doors and windows opened**
- **Call the National Gas Service Emergency Line on 0800 111 999**
- **Call your landlord or agency so that they contact the gas supplier**
- **If you think you have been exposed to carbon monoxide gas, go to your GP**

=> Contact your landlord or agency if you notice one of the signs so that repairs can be carried out as soon as possible.

ELECTRICITY

Unsafe electrical appliances can cause electrical shocks, electrical burns or fire.

Know the signs of unsafe appliances:

- **Plugs or wall sockets overheating or scorched**
- **Cable or wires which are loose or exposed**
- **A burn smell when appliances are switched on**
- **Fuses which blow frequently**



Reduce your risks:

- **Unplug** appliances not in use
- **Do not overload** wall sockets and avoid using extension cable
- **Do not cover heaters** with draping washing or wet clothes
- **Do not leave burning candles** without attention
- **Do not empty a hot ashtray into the bin**
- **Do not smoke** in bed
- **Do not exceed** the recommended bulb wattage for light fittings
- Ensure electrical cables appliances do not run under carpets
- Ensure you know **how to escape in case of fire**

IN EMERGENCY

- **Close the door** of the room containing the fire and all doors behind you
- **Get everyone out**
- If there's a lot of smoke, stay as low to the ground as you can and cover your nose and mouth with a cloth.
- If you need to break a window to get out, cover the edges with a clothes so you don't cut yourself when you climb out and throw some bedding out to cushion your fall.
- Stay out and **Call the Fire and Rescue Service** or dial **999**

HMO flats are under stricter **regulations** and Landlords have to ensure the accommodation is equipped with fire warning system such as smoke alarm and with fire equipment such as fire extinguishers and fire blankets

Your landlord does not fulfill safety responsibilities?

Health and Safety Executive— 0845 345 0055

Or

East Lothian Council, Musselburgh— 01620 827 537

6. Ending your tenancy

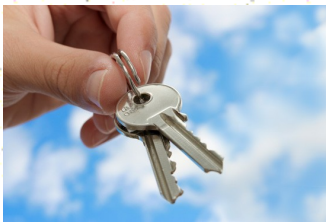
Before leaving your accommodation, read carefully your **contract**. It will be specified **how to give notice** (in general in written) and **how much** you have to give (1 or 2 months).

Nothing mentioned?

Contact your landlord and find an arrangement

Ending a joint tenancy

- Let other tenants know you are leaving and get their agreement
- Negotiate with the landlord so that other tenants can stay in the flat



No written contract

- Make arrangement with your landlord
- Give one months written notice

Moving out before the end of the lease

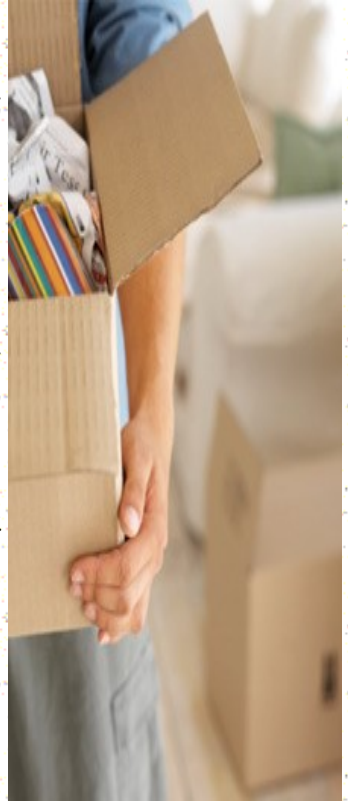
- Pay the rent until the end of the lease unless you find a new tenant with your landlord's permission
- In a fix term contract negotiate with your landlord to end the tenancy earlier

Walking away without giving notice is not advised as you may get trouble:

- Your deposit will not be returned back to you
- The landlord can still charge you as you legally stay tenant
- Your landlord can bring you to court if you stop paying the rent, especially if you signed a short assured tenancy agreement
- You will not get any reference from the landlord which can cause you trouble to find a new place

Moving out without worry:

- Leave the flat clean and tidy
- Check out the inventory and ensure nothing needs to be replaced or repaired
- Take pictures of the property (it will help to get your full deposit back)
- Remove all your belongs
- Leave your landlord or agency a forwarding address (to receive your deposit)
- Take meter readings and make sure gas, electricity, phone and internet companies know you are moving out so that you don't get charge for the new tenants
- Keep evidence that you paid all bills
- Make sure that everybody knows you moved out: family, friends, university, bank, insurance, GP and any providers such as mobile phone company, you signed a contract with



Getting back your deposit



Your deposit should be returned **within 14 days** or as specified in your contract.

To avoid that your landlord keeps unfairly part or all of your deposit:

- **Take pictures** before moving out with the date stated in your camera
- **Ask your landlord to provide you a detailed description and evidence of any deductions** e.g. pictures of damages/lack of care, inventory, receipt of repairs carried out or items purchased

- If you struggle getting your deposit back **write to your landlord** to threatened him/her to go to court and give him/her a new 14 days to give back your deposit. Keep a copy of your letter.
- In most cases, landlords will give you back your deposit when you threaten them. If one month after you moved out, you are still waiting for your deposit, **take action to court** (seek advice on the procedure before)

Need advice to end your tenancy or getting back your deposit?
 Private Rented Sector Team of Edinburgh council—0131 529 7247
 or
 East Lothian Council on 01620 827 537

To claim your deposit contact the Small Claims Court
 on 0131 226 4527

7. Eviction

It is unlikely that you will be evicted, and in the event it does happen, because you broke your contract or your landlord wants the property back, you should be given enough time to find a new place.

PROCEDURE FOR EVICTION

Before evicting you, your landlord has to get an **order from the court** and to follow the following steps:

- You must be served a written notice to quit stating the length of notice (at least 28 days),
- You must be served a notice of proceedings (form AT6) stating the reasons/grounds of eviction
- Sherriff officers will come to remove you from the property
- You must be sent a summons from the sheriff telling you when you will go to court
- Your case will go to court once your notice has run out

=> If you do not leave the property, the landlord can bring you to court and you can be evicted by the sheriff

=> You do not have to leave the property until the Sheriff officer comes to remove you from the accommodation.

=> If the landlord does not follow the correct procedure, the eviction will be illegal and you may be able to stay in your flat or to get compensation.

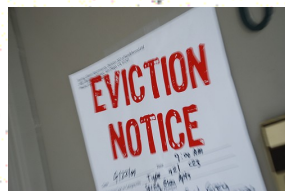
If you have a **short assured tenancy**, your landlord can evict you easily at the end of the lease (or fixed period e.g. 6 months or 1 year).

However, the landlord must follow the following procedure:

- You must receive a **notice to quit** (minimum of 40 days) stating the length of notice and information about where you can get advice
- You must be given at least **two months' written notice** that the landlord wants the property back and provide you information on where to get advice

REASONS FOR EVICTION YOU MAY FACE

- > Your landlord wants the property to be its home
- > Mortgage default
- > Redevelopment (Improvements in the flat)
- > Three months' rent arrears
- > Suitable alternative accommodation available to tenant
- > Tenant served notice to quit but or did not leave
- > Persistent delay in paying rent or some rent unpaid
- > Breach of tenancy condition
- > Deterioration of the house or common parts or of furniture
- > Nuisance or annoyance



For more advice on renting rights contact:

Shelter
4th floor,
Scotiabank House,
6 South Charlotte Street,
Edinburgh, EH2 4AW
0808 800 4444

The Welfare Point
The Students' Union
Queen Margaret University
Edinburgh EH10 4JE
0131 474 0000
cguilloteau@qmu.ac.uk



Looking for a flat?
Look at our *Finding the perfect pad in Edinburgh* Booklet