



University
of Worcester

ACCOMMODATION

GUIDE TO LIVING OFF CAMPUS

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Welcome to the University of Worcester

As a student off campus you have access to the same facilities and support from the Accommodation Team and Student Experience Team to help you with any queries that might arise. We offer advice on housing matters such as tenancy agreements and questions to ask landlords with regard to safety and fire precautions, so you are supported every step of the way. We hope that you will find the information in this booklet useful.

The Accommodation Team is your first point of contact for advice and information on all practical matters with regards to living on or off campus. This small and friendly team aims to help you enjoy your time at University by supporting you with help on any queries you might have about your accommodation. This will give you more time to devote to your academic studies and other University activities.

We also have a Student Experience Team at the University who are available to help you with any other issues you may come across during your time at University.

Contact details for both the Accommodation Team and the Student Experience Team can be found on page 21 of this booklet.

When living in accommodation, either on or off campus, you need to be mindful of the fact that communal living involves acceptance of a certain standard of responsible behaviour, where you can both study and relax in reasonable comfort. It is important that your landlord complies with general Health and Safety regulations particularly with regard to fire precautions and fire safety procedures and you are required to be mindful of these.

You should note that in the event of non-compliance with conventions, you risk losing your right to residence. In particular, evidence of wilful abuse of fire safety equipment, or disruption attributable to alcohol or drug abuse, will result in eviction and possible additional disciplinary action.

All residential conventions and regulations aim to balance the need for both the safety and the legalities of communal life, along with a respect for the privacy of the resident.

ACCOMMODATION TEAM

If you have any problems with your accommodation either on or off campus, or need to talk to someone for advice about accommodation, please call into the office or make an appointment to see a team member and every effort will be made to help you.

The Accommodation Team is centrally located on campus in Woodbury.
Normal opening hours are Monday to Friday 08.30 – 16.30 hours
Telephone: 01905 855300 or email: accommodation@worc.ac.uk

You can also contact the Student's Union Advice Bureau if you are experiencing any difficulties with your accommodation. Appointments can be made with the Student Welfare Manager by calling 01905 740800.

STUDENT EXPERIENCE TEAM

The Student Experience Team is here to support students living on and off campus to ensure that students have a positive experience whilst at university, making the most of the opportunities that are available to them and to help integrate them into University life. There are four Community Development Workers who provide support, information and advice. They will facilitate activities and events to help students to get to know each other and to foster a positive, supportive community spirit both on and off campus.

Contact details:

Lucy Blackhall – Student Experience Officer

01905 855104

l.blackhall@worc.ac.uk

Working hours 8.30am-4.30pm

Office: Woodbury room 80

Community Development Workers

07811 458754

Email cdw@worc.ac.uk

Working hours 2pm-4am

Office: Security office next door to launderette, within Worcester Halls

Jenny King – Wellbeing Assistant

01905 542161

wellbeing@worc.ac.uk

Working hours 9am-5pm

Office: Woodbury room 80

ACCREDITATION

Worcester City Council has introduced an accreditation scheme for all privately rented houses in Worcester in order to help raise standards. Although the Accreditation Scheme is voluntary, the University of Worcester is committed to the scheme and only advertises properties who are or are in the process of being accredited. It aims to improve the standard of private rented accommodation in Worcester and acknowledge the work of landlords who provide good student accommodation. To be accredited it is necessary for the landlord to ensure the property meets certain minimum standards in relation to:

- Fire safety
- Gas safety
- Electrical safety
- Amenities
- Furniture and furnishings safety
- Security
- Fitness
- Good management

What are the benefits of accreditation?

The scheme seeks to improve the safety and quality of shared housing, which will enable students to make a more informed choice. Being accredited means that:

- Your property will comply with current legislation
- You will have access to a clearly written tenancy agreement
- You will have access to a comprehensive inventory which you can use to confirm the condition of your property at the start of the tenancy
- The landlord is committed to offering a good standard of accommodation and management as they will have signed up to the University's Code of Management

The University acts only as a facilitator, providing students with the names of landlords with property to let. The University is currently inspecting all properties registered, however, no properties are 'approved' by the University.

WHERE SHOULD I LIVE?

Some first year students will be allocated accommodation in the private rented sector, usually sharing with other first year students. All of the accommodation on our listings will have been inspected both by the University and by Worcester City Council and will usually be located close to the University campus. The tenancy contract will be negotiated between the student and the landlord directly and you will pay your accommodation fees to the landlord; the University will be happy to offer you advice and guidance. The most popular areas in Worcester are close to the campus in St Johns (WR2). With a lot of students in this area, there tends to be a good atmosphere and your friends may well be living close by.

WHEN SHOULD I START LOOKING FOR ACCOMMODATION?

The following table is a guide to the key times when you may wish to start looking for your accommodation.

| | |
|-------------------------|--|
| Current Students | Start to look for accommodation during February when the new Accommodation list is released on the internet. |
| New First year students | Start to look for accommodation in May/June. |
| Clearing Students | Start to look for accommodation as soon as your place at Worcester is confirmed. |
| Insurance Students | Start to look for accommodation as soon as your place at Worcester is confirmed. |

Studentpad

This simple-to-use website gives full details of all properties which are accredited or in the process of being accredited, lots of photographs and much more, and is also cleverly designed to assist groups of friends when applying for houses in years two and three. Please remember length of agreement, deposits and arrangements for paying bills all vary in private rented houses. Do please take advice from the Accommodation Team if you are unsure about any of these important details.

Studentpad can be accessed via your SOLE page from Housing week onwards.

Important Points to Consider

1. If you are new to Worcester it may be necessary to stay overnight to find accommodation. The Accommodation Team can provide you with details of local guest houses.
2. Once you have found accommodation that you feel is satisfactory you should quickly make a decision whether or not to accept. Competition can be particularly high once examination results are out.
3. It is important that you bring with you enough money to pay any deposits and that you receive a receipt for any money paid to a Landlord.
4. You should ensure that you fully understand any agreement that you are asked to sign.

WHAT SHOULD I LOOK FOR ?

The main issues to consider when looking for accommodation in the Private Sector are illustrated below. In particular we would like to draw your attention to the section regarding safety issues, including gas and electrical safety, furniture regulations and fire safety measures.

- Accreditation
- Contracts and Negotiations
- Guarantors
- Deposits
- Inventory
- TV Licence
- Timetable
- Safety Issues
- Typical Charges
- Useful Telephone Numbers
- Viewing Accommodation Checklist

If you have any further questions after reading these pages, please do not hesitate to contact the Accommodation Team on 01905 855300

CONTRACTS AND NEGOTIATIONS

Types of Tenancy Agreement

You will normally be required to sign a written tenancy agreement in order to secure the accommodation. There are two types of written agreement:

- Assured Shorthold Tenancy

This is the standard agreement used to let properties for a fixed period. It can be used for either single or joint tenancies.

A joint tenancy is where the landlord sets up one agreement to cover a whole property, which is signed by all tenants. Each person is jointly responsible for meeting the terms of the tenancy in full, including paying the rent. If one tenant leaves the property before the end of the tenancy, the remaining tenants can be held liable to pay the full rental.

- Licence to Occupy

An agreement where exclusive possession of the property is not granted. This is usually used for host family accommodation.

What information should be included in your tenancy agreement?

- Contact details for the landlord/managing agent
- How much and when rent should be paid and what it includes.
- Length of the agreement. It is usual for contracts to be fixed term for between ten and twelve months.
- The terms of notice. A clear statement of whether students can or can not give notice and any related conditions.

If you are not provided with a written tenancy agreement you must ensure you understand the terms on which the property is offered. It is important to establish the exact terms and conditions of the accommodation offered before agreeing to take the accommodation. You should then ask for a written copy of these arrangements. For host family accommodation there should be house rules which you should check. For example, use of telephone, visitors, meal times and curfew!

An agreement to move in and pay for the accommodation will create a binding agreement between you and the landlord and will impose certain legal responsibilities on both parties - even when there is no written agreement. It is, therefore, very important to be clear on your rights and responsibilities before taking the accommodation.

What if I want to leave the Contract early?

Some contracts are very difficult to break. Falling out with your housemates, the house being burgled, or problems with disrepair are not grounds for being released from your contract unless you can prove a fundamental breach of the contract on the landlord's part. If you think that your landlord has committed a breach of contract seek advice before leaving the contract. If you have signed a fixed term contract, you are liable to pay the rent for that period unless:-

- There is a clause that allows you to give notice (very rare)
- The landlord voluntarily releases you from the contract (rare)
- You find a replacement tenant for your room (difficult)

How do I find a replacement Tenant?

If you have signed a joint contract the other tenants have to agree to the person who is replacing you. Contact the landlord and inform them that you are moving out, and give the name and address of your replacement.

The landlord may do one of four things:-

1. Assign the tenancy - you sign to say that you are moving out and your replacement signs to say that they are moving in. Your rent liability ends when you move out.
2. The tenancy is assigned, but the landlord adds a clause to say that if your replacement does not pay the rent, you remain liable to pay until the end of the contract
3. The owner/agent will not assign the tenancy and will request that your replacement pays their rent to you, and you in turn pay the owner/agent. This would mean that you remain liable if the replacement fails to pay.
4. You will remain liable for the rent until a replacement has been found, although the owner/agent has a responsibility to mitigate their losses, ie, to make efforts to find a replacement.

Surrendering the Tenancy

If you want to leave with a few months of your contract left, the owner/agent may allow you to surrender the tenancy. This often involves paying an agreed sum of money (less than which you owe) and the owner/agent releases you from the contract.

When your Tenancy comes to an end

If you are an Assured Shorthold Tenant the fact that your contract has come to an end is a mandatory ground for possession (providing the tenancy has been longer than 6 months). Providing the correct paperwork has been served, the court has no option but to tell you to leave (requiring possession). The owner/agent has to give two month's written notice informing you that they are seeking possession of the property at the end of your tenancy. If the two month's notice has not been served it has to be done before an application can be made to the courts. If you remain in the property after the fixed term has expired without agreement from the owner/agent, they still have to give you two months notice before being able to take possession proceedings.

Summer Rent/Retainer

If you pay a nominal sum over the Summer to hold a house, you are not paying rent but a 'retainer' and you do not have the right to live in the property. Retainers can be anything from £100-£200.

If you pay a lower rent over the Summer (often half rent) and it is indicated on the contract as such, you have the right to live in the house.

It is important that you clarify this at the time of signing the contract as it can lead to disputes at a later date.

Tenancies and Contracts

If you do not fully understand the contract you have, the Accommodation Team or the Student Advice Bureau will look through the contract and explain the implications of signing it.

The golden rule is:

NEVER SIGN ANYTHING YOU DO NOT UNDERSTAND

Seek advice about what you are signing. Most landlords are happy to let you keep an agreement for at least 24 hours before you have to decide whether or not to sign.

Guarantors

Some landlords may ask students to nominate a Guarantor, usually a Parent or Guardian. Being a Guarantor means agreeing to the following:

In the event of a tenant being unable to meet the terms of their tenancy agreement, whether it is through rent arrears or damage to the property, the Guarantor accepts full responsibility on behalf of the tenant, thus taking on the financial responsibilities and being legally bound to accept all liabilities.

Be particularly careful if you have a joint contract, the Guarantor can be held individually and severally liable. So in reality they could actually guarantee all monies for all the tenants in the property. This is not always apparent when signing up!

It may be possible to avoid having to nominate a Guarantor by paying the rent for the tenancy in advance.

A booklet entitled "Assured and Assured Shorthold Tenancies, A Guide for Tenants" can be obtained free of charge from the Accommodation Team or the Department of the Environment.

Deposits

Deposits vary but it is usual for your landlord to ask for a refundable deposit equivalent to one month's rent (please note the legal maximum is the equivalent of two months' rent). This is held against damages or unpaid rent and should be refunded within 10 days of the tenancy ending. You should always obtain a receipt, stating clearly what the payment is for and the date received.

If all or part of the deposit is retained against damages or unpaid rent, your landlord must provide a written list of the items and the costs concerned taking into account the age and condition of the items. They should also be able to provide receipts for any work carried out. Your landlord cannot keep the deposit to cover fair wear and tear.

For more information on how your landlord holds your deposit visit (Tenancy Deposit Protection Scheme)

<http://www.direct.gov.uk/en/TenancyDeposit/index.htm>

TV Licence

If you want to watch television in your accommodation, you'll need to purchase your own TV licence. An individual licence is needed if you use a TV in your own room, or you can club together to buy a licence for a TV in the lounge.

Current costs:

Colour licence: £135.50 per year

B&W licence: £45.50 per year

Find out more at www.tvlicensing.co.uk/information/students.jsp

Safety Issues

Landlords have a legal responsibility to ensure that the accommodation they provide is safe and in a good state of repair. Specific safety issues include:

- Fire Safety
- Gas Safety
- Electrical Safety
- Furniture Safety
- Security
- Means of Escape
- Carbon Monoxide
- Repairs

Fire Safety

There are different requirements depending on the type of property. Properties let as a House in Multiple Occupation (HMO) require fire precaution measures to be specified by the Local Authority. If you have any doubts about the requirement contact the Accommodation Team for advice or contact Worcester City Council.

Smoke detectors should be wired into the property's main electrical supply. Owners must provide a fire extinguisher and fire blanket in the kitchen and a fire extinguisher on each floor. Doors should be Fire Doors fitted with self closers and should not be wedged open.

Safety Points:

- Do not take the self-closing mechanism off Fire Doors
- Do not prop Fire Doors open
- Never cover smoke or heat detectors. If a fire breaks out you risk death or serious injury to yourself or other tenants. The landlord could sue for damage caused to their property.

Test smoke alarms once a week

- Inform the landlord immediately if the fire extinguisher or fire blanket has been used. If either are used inappropriately the household could be charged for a replacement

It is essential that you do not tamper with any fire protection measures that have been provided in the property.

Gas Safety

Under the Gas Safety (Installation and Use) Regulations 1998, it is now a legal requirement for landlords to ensure that all gas appliances are maintained in a safe condition and to ensure that they are checked at least every 12 months by a CORGI Registered Engineer. You should be provided with a copy of the annual Gas Safety Certificate covering all gas appliances before you move into a property. Turn on the gas fire and cooker to make sure they work. If you are about to rent the property, ask to be shown how to light any gas water heating or central heating system. You should also ask how to switch off the gas in the event of an emergency.

Electrical Safety

Some of the major causes of fire are that of substandard electric wiring, the use of faulty electrical appliances or the use of too many appliances. The landlord has a responsibility to ensure that the wiring and appliances are safe and in good working order. However, it is your responsibility to check the condition of the appliances you bring into the property. Do not overload the electricity supply and report any hazards to your landlord. Test the electrical appliances (vacuum cleaner, fridge, freezer etc) to make sure they work. If there is no other source of heating, are there enough electrical sockets in the room to run an electric fire and other appliances? Put the electric fire on for a few minutes and check that the plug doesn't get hot; this is a sign of faulty wiring. Finally, remember to ask where the trip switch is!

Warning Signs to look out for

- Broken plug sockets
- Plugs that get hot when they are used
- Sparks from electrical appliances/sockets
- Fuses that continually blow
- Loose switches
- Exposed wiring

Furniture Safety

Legislation now in force is intended to improve the safety of let furnished/part-furnished accommodation. All furniture provided must comply with the requirements of the Furniture and Furnishings (Fire) (Safety) Regulations 1998.

Items covered by these regulations include: beds, headboards, mattresses and bases; settees, armchairs and padded upright chairs, loose and stretch covers for furniture, scatter cushions, seat pads and pillows; sofa beds, futons and other convertibles.

Check this with your landlord if you have any queries or consult with the Accommodation Team.

Security

To minimise the risk of break-ins and to improve personal safety it is important to be aware of potential security risks and always use security measures provided. Check that the house is secure and that all the external doors are solid and fitted with a five lever mortice lock and bolts. Check to see if the ground floor windows have security catches and identify your own property by putting your postcode on valuables.

Means of Escape

When viewing properties, make sure there are adequate means of escape from a fire. The landlord must provide keys for all lockable windows and doors and ensure escape routes are clear. Fire doors should be fitted to bedroom doors and doors to the lounge and kitchen. You should not have to go through another room to vacate your room in the event of a fire

Carbon Monoxide

Carbon Monoxide is a poisonous gas that can be given off by any appliance that burns a fossil fuel such as gas, wood, oil or coal. This can happen if the appliance is not working properly, if the flue is blocked in any way or if the room is not ventilated properly.

It is odourless, colourless and tasteless which makes it difficult to detect. Most reported cases of CO poisoning are due to poor maintenance and ventilation of appliances and blocked or leaky fumes and chimneys.

The Gas Safety (Installation and Use) Regulations 1998 place a duty on landlords to make sure that all appliances and flues are kept in good order and are checked every 12 months.

Carbon Monoxide may be present if there are any of the following danger signs:

- Sooty stains appear on or above appliance
- Fires are difficult to light
- The room is not properly ventilated
- Gas flames burn orange/yellow instead of blue
- Feelings of tiredness, dizziness, feeling drowsy and feeling nauseous

Repairs

Once you have moved into your property, the landlord has a duty to maintain the property to a reasonable standard and should keep all services in proper repair and working order.

You should always contact your landlord as soon as you are aware of a problem in the property. It is strongly recommended that you put your request for a repair in writing and keep a copy.

Always report repairs in writing (see sample letter overleaf). Problems can occur when you report a disrepair over the phone; you may speak to the wrong person, the message may be lost or the incorrect details could be taken down. If you later want to claim a rent rebate because of disrepair, or the landlord tries to say the disrepair damage was caused by the household, you will need some proof that a report of disrepair was made and when. If a landlord has his own repair forms, make sure you use them. Be specific, state the exact problem, which room it relates to, and the effects of the disrepair.

Arranging access for Repairs to be carried out

Ideally the landlord should arrange a suitable time and date with you to carry out repairs but at the very least, 24 hours notice should be given to you before the landlord accesses the property. Access should not be given to workmen without your prior agreement unless the repair is an emergency. Workmen should always secure the property when leaving and should clean up after they have finished. If you have any problems whilst work is being carried out, raise them with the owner/agent. Always give the owner/agent a reasonable time scale to which they can work. The following is a guide.

Priority One: Emergency Repairs - Within 24 hours

Any repairs required in order to avoid danger to health, risk to the safety of residents or serious damage to buildings or residents' belongings, eg. gas appliances, no hot water, broken WC, faulty external door locks.

Priority Two: Urgent Repairs - Within 5 working days

Repairs to defects that materially affect the comfort or convenience of the residents, eg. leaking roofs, minor mice infestation or minor cracks in windows.

Priority Three: Non-Urgent Day to Day Repairs - Within 28 working days

Repairs that are not covered by the above two categories, eg. guttering.

What to do if the Repairs are not carried out

Send a follow up letter (example given overleaf) stating that repairs are still outstanding. Depending on the nature of the disrepair, give the landlord between 24 - 36 hours to respond.

If you are experiencing problems with your landlord not carrying out repairs you should contact the Accommodation Team or Worcester City Council's Strategic Housing Team. They will give you further advice and can also use their powers to insist works are carried out within a specified timescale.

If the landlord fails to respond and the repair could be classed as an emergency, contact Environmental Health.

If the repairs are not covered by Environmental Health you could advise the landlord you will take action by putting your rent into a 'holding' account until the work is done. This must be done very carefully as the owner/agent can take steps to try and evict you if the rent is 8 weeks in arrears. Seek advice from the Accommodation Team or the Student Advice Bureau before taking this step.

You may have signed a contract with an agent who in turn represents the owner. You should report disrepair to the agent with a copy to the owner, if the agent continually fails to undertake repairs. You have a legal right to the full name and address of the owner and s/he should reply within 21 working days.

SAMPLE LETTER A

Date:

Mr J Bloggs
Address Line 1
Address Line 2
Worcester

Dear Mr Bloggs

Re: Request for Repairs to 17 College Road

We request that the following repairs are carried out as we are concerned about the safety of the above property and the possible damage that may be caused if the repairs are not carried out.

Back Door Lock: We are unable to use the back door as it appears that the lock is broken. This could pose a safety risk in the event of a fire. Could you please remedy the problem within the next 24 hours.
Leak from the Shower: Every time we use the shower in the first floor bathroom, water runs through to the kitchen. We have made sure that the shower curtain is tucked inside the bath but this has made little difference. Could you please ensure that the necessary action is taken within the next 5 days.

Could you please contact us so that we can arrange a suitable time for the work to be carried out. Please also contact us urgently if these timescales are not possible.

Many thanks,

The Tenants

SAMPLE LETTER B

Date

Mr.J Bloggs
Address Line 1
Address Line 2
Worcester

Dear Mr Bloggs

Re: Request for Repairs to 17 College Road

We wrote to you on (date) requesting that you carry out necessary repairs. To date you have not contacted us to arrange a convenient date and time for the work to begin.

Could you ensure that contact is made within the next 24 hours. Failing this we feel that there is little alternative but to request an inspection from the Environmental Health Department.

We look forward to hearing from you.

The Tenants

COMPENSATION

If you have suffered financial loss, inconvenience or damage to your property because of disrepair, you may have a case to claim a rent rebate from the landlord. Examples: loss of cooking facilities for more than 24 hours, having to move out of your bedroom or lounge due to serious or extensive disrepair, loss of facilities such as shower, bath or hot water. You should insure your own possessions, if not you will have to make a claim against the landlord and/or his insurers proving that they were negligent in their duties. Discuss the issue of a rent rebate with the landlord, clearly stating why you feel it is warranted. If you can not come to an agreement, you could deduct the money from your rent but you should be aware that if the landlord disagrees with your claim, they could take the money from your deposit or take action in the Small Claims Court to recover any short fall in rent. Seek advice from the Accommodation Team or the Student Advice Bureau before taking this step.

Typical Charges for 2008/2009

Self-catering £65 - £95 per person per week exclusive of bills.

Please note that these prices are for your guidance only, individual properties and rooms will vary. You should also be aware of the following:

- All charges depend upon quality of accommodation, facilities provided and the area in which it is situated.
- You must agree with the landlord what the rent will include before you pay any money or move in.
- You should also agree when payment is due eg. weekly or per calendar month.
- You should agree what services, if any, are included in the rent eg. cleaning your room, providing a laundry service etc
- The level of rent should remain the same for the fixed agreement period.
- You should be provided with a receipt for any money paid. A rent book is a good way of recording rent payments as long as it is completed each time a payment is made and returned to you immediately.
- If rent is paid on a weekly basis, you are entitled by law to receive a rent book.
- You may be able to negotiate payment for vacations when you are away and summer retaining fee eg. the equivalent of half rent for each week during the summer. However, the landlord is under no obligation to reduce the rent.

Gas and electricity charges are not usually included. You should make your own arrangements for the payment of bills and make sure everyone in the house is in agreement about payment methods. It is strongly recommended that you contact the gas and electricity boards to inform them in writing of the meter readings at the beginning and end of your tenancy.

At your request, your landlord must produce copies of any bills from the supplier, showing how much gas or electricity has been used. Ask your landlord for approximate costs before you move in. If more than one tenant is living in the property, the landlord should also explain how your contribution has been calculated. If a number of you are contributing to the bills, put some money aside. If you think that you are being overcharged, contact your landlord. If you cannot resolve the problem, you may be able to recover the amount you have been overcharged by taking your case to the Small Claims Court. Further information about this can be obtained from the Citizens Advice Bureau.

Central Heating is an effective way of keeping warm, can be the cheapest system there is, and it reduces dampness and condensation. Is it Gas or Electric? If it is solely electric, is it on a reduced night tariff? If not it may be expensive to use.

If you want a telephone, you should make arrangements to get the line reconnected. The contract with the telephone companies is usually only in one person's name and it is important to be aware of the problems this can cause with regard to bill payment in a shared house.

Check that the plumbing works and that there is hot and cold running water. If there is hot water, how do you pay for it? Try all the taps and check that the sink isn't cracked and that the toilet flushes.

Check that there is sufficient space in the kitchen to store and prepare foodstuffs and that there is a cooker and fridge in good working order. Make sure there is enough space for food storage and for preparing meals. Washing Machines are not always provided, nor are vacuum cleaners. You can rent a washing machine from an electrical store; if you are a group it may be worth considering. Find out whether there is plumbing for a machine and if not, whether the owner is prepared to meet the cost of this and any electrical work that may need doing. If not check where the nearest launderette is.

Landlords are normally responsible for payment of water and sewerage bills, however you should check your contract for reference to this.

Liability for payment of council tax will depend on how the property is let. You should check your contract for details of council tax payment. If the property is let solely to full time students it is normally exempt from council tax. However, if you share a property with non-students then the property will be taxable and there may be implications for you as a tenant. This should be confirmed with your landlord or the appropriate Council Tax Office. If required you can obtain a Council Tax Exemption Certificate from the Student Services desk once you have registered as a full-time student.

Environmental Health

Worcester City Council has experienced Environmental Health Officers who will investigate disrepair complaints, which include: -

- Overcrowding
- Problems with damp
- Problems with rubbish
- Noise

Officers also have the power to serve legal notices on landlords requiring works to be carried out within certain time limits. They can also prosecute landlords if the works are not done.

You can arrange for an inspection by contacting the Environmental Health Office and giving them a brief description of the disrepair. They will then arrange a date and time to visit. The service is free of charge.

Pest Control

Problems with rodent/cockroach or flea infestations should first be brought to the attention of the landlord. Worcester City Council Pest Control Officers will deal with rat and cockroach infestations free of charge but there is a charge for dealing with mice and flea infestations. Mice can be attracted to a property because of overflowing bins and food scraps and fleas can be brought into the house if you have pets. If this is the case, any charge incurred by the landlord can be passed on to you.

Noise and Nuisance

Worcester City Council have the power to take action on noise pollution, this could ultimately result in the confiscation of equipment and/or a fine of up to £5000. If you experience problems such as loud music late at night/early hours of the morning, report it to Environmental Health. They will investigate your complaint and send a letter to the offending party. If the problem continues noise-monitoring equipment may be used. The evidence gathered from this could be used in any legal action.

The 1996 Housing Act introduced new powers for landlords to evict tenants on the grounds of nuisance. This covers behaviour that is likely to cause nuisance and annoyance to surrounding neighbours by either a tenant or their friends. If you experience problems of harassment or intimidation contact your landlord. If they take no action, contact the Accommodation Team or the Student Advice Bureau for assistance.

Remember that you are part of a community and these powers are also open to your neighbours. Be considerate and keep noise down when you arrive home late after a night out. If you have a party keep the noise levels down, and out of courtesy you should inform your neighbours or invite them.

Ventilation and Preventing Condensation

Air contains water held in vapour form. When the air is warm more vapour is carried. Condensation is caused when this moisture meets a cold surface (such as a window) or a surface that gets little air (e.g., behind a wardrobe) and water droplets are formed. The water then seeps into windows and/or runs down the walls, which in turn can cause wallpaper/paint to peel and create mould patches. It is the tenant's responsibility to take reasonable measures to prevent/reduce condensation. This can be done by ensuring good ventilation and preventing excess moisture in the air.

Some simple steps to take: -

- Close the kitchen door when cooking and if possible keep a window open. Use extractor fans where provided.
 - Cover pans when boiling.
 - When having a bath/shower keep the door shut. Open a window and keep the bathroom door shut when you have finished.
 - Dry clothes outside or in a room with a window open.
 - Try and keep heating on a low constant temperature, increasing the heat as and when required.
- This will eliminate any cold surfaces. This will not necessarily increase your bills, as a room is more expensive to heat from cold.
- Move large items away from walls, i.e., bed/wardrobe.

LANDLORD RESPONSIBILITIES

1. to maintain the structure and exterior of the house. This includes roofs, guttering, windows, drains and garden walls.
2. to have all gas appliances serviced and checked every 12 months by a CORGI Registered Engineer.
3. to show you a copy of the Gas Service Record.
4. to keep in working order the installations for the supply of gas, electricity and water. This includes pipes to and from the house.
5. to repair the sinks, WC, hot water, space heaters and gas appliances
6. to repair and maintain any appliances that are in the property when you move in. This includes: cooker, fridge, freezer, burglar alarm and fire detection systems. The landlord is not responsible for any appliance that you take into the house, eg television or microwave
7. to provide adequate bathroom and kitchen facilities. The owner/agent cannot pass on the responsibility for these legal obligations by putting clauses in your contract. For example, making you responsible for maintenance of drains or gas fires where central heating has been installed.

YOUR RESPONSIBILITIES

Implied into every tenancy is the condition that you should treat the property in a 'tenant-like manner'. This means that you should: -

1. report all disrepairs promptly. If damage is caused because a repair was not reported, ie. leak from the roof that damages the ceiling and/or walls, the landlord may charge the household for the damage
2. take all reasonable steps to ensure that you and your guests do not damage the property
3. undertake minor day-to-day maintenance, for example unblocking sinks and replacing light bulbs
4. keep clean the fixtures and fittings, including the cooker, fridge and freezer
5. protect the property during periods of absence, ie. if you have a burglar alarm make sure you use it and that all doors/windows are secure when you leave the property
6. ensure that the heating is kept on a low heat in the winter to prevent the pipes from freezing
7. keep the garden and bin areas clean and tidy. All rubbish should be carefully bagged and put in the rubbish bins provided. Environmental Health has the power to fine residents for untidy garden/bin areas. If you have excess rubbish, contact Worcester City Council Cleansing Department who may remove it free of charge. Help your environment by recycling where possible.

Useful Contact Details

University of Worcester

The Accommodation Team • 01905 855300

Woodbury

accommodation@worc.ac.uk

Office Hours: Monday-Friday, 08:30-16:30hrs

Students Union

Vice Principal in Education & Welfare • 01905 855188

Welfare Support Manager • 01905 740800

The Student Advice Bureau

Students Union

Office Hours: Monday-Friday, 10:00-16:00hrs (semester time only)

www.worcsu.com

Worcester City Council • 01905 722233

The Environmental Health Office • 01905 723471

Office Hours: Monday-Friday, 08:30-17:00hrs

Citizens Advice Bureau • 01905 611371

Office Hours: Monday-Friday

www.worcestercab.org.uk

Citizens Advice Bureau • 01905 611371

Office Hours: Monday-Friday

www.worcestercab.org.uk

Shelterline • 0808 800 4444

(24hr helpline)

TV Licensing • 0990 763763

www.tvlicensing.co.uk

British Gas (leaks) • 0800 111 999

Utilities Severn Trent Water – 0800 783 4444

HSE Gas Safety Advice Line – 0800 300363

Emergency Help Line (Electricity) – 0800 328 1111

Other Useful Organisations

Citizens Advice Bureau – 01905 611371

DoE Publications – 0870 1226236

OFFER (Office of Electricity Regulation) – 01734 560211

OF GAS (Office of Gas Supply) – 0645 060708

OFTEL (Office of Telecommunications) – 0171 6348700

Fire Brigade Headquarters – 0845 1224454

CORGI (Confederation of Registered Gas Installers) – 01256 372300

TV Licensing – 0990 763763



Useful Reading:-

Student Housing Rights Guide published by Shelter £15.00
ISBN 1 903595 09 6

Assured and Assured Shorthold Tenancies

Notice That You Must Leave

My Landlord Wants Me Out

published by DEFRA Publications

Telephone 0845 955 6000 or downloadable from www.housing.opdm.gov.uk

Viewing Accommodation Checklist

A few guidelines to follow: -

1. Never sign anything you do not understand - seek advice
2. If the property is tenanted, ask the tenants what is good and what is bad about it. Ask them about the landlord. How quickly does the owner do repairs? Is the owner a reasonable person?
3. Having found the property you like, you should reach clear agreements on all aspects of the property. Get any agreement in writing.
4. Create an inventory (list of all contents and ask your landlord to sign this. If possible, take photographs of all the rooms when you move in. This is the best way of safe guarding your deposit!
5. Who is going to pay the water charges - you or the landlord?
6. Have the previous occupants paid the gas/electricity and telephone bills?
7. Are you happy with the terms of your contract?

Under the 1988 Housing Act owners can offer you a contract for as little as six months. You should ensure that the minimum period of contract is equal to the minimum period you wish to stay in the property BUT be aware that if you signed a contract, it is usually impossible to leave the property within the contractual period without still being liable for the rent.

Safety Measures

- Ensure a current Gas Safety Certificate issued by a CORGI Registered Engineer is available and it covers ALL gas appliances.
- Does the property have a fire alarm system and Fire Doors. This particularly applies to large properties and those that have more than 2 storeys?
- Can the landlord provide evidence that the electrical appliances and wiring are safe and that there are sufficient power sockets?
- Does the furniture provided comply with current fire and furnishing regulations?
- Is the property secure especially at the rear and ground floor level?

Condition of Property

- Check for signs of damp in the property i.e. moist or discoloured patches on the walls or ceilings, mould growth.
- Is the property in good repair?
- Are the facilities provided sufficient for the number of people occupying the property?
- If there are any works you would like the landlord to complete? Ask for written confirmation that they will be completed before the start of the tenancy.

Contracts and Securing the Accommodation

- Do you understand the full implications of the terms of the tenancy and what the rent includes?
- Is the contract clear about the method of payment of rent and when it should be paid?
- Are you clear about the start and end date of your tenancy and whether there are any provisions for notice to be given?
- Ensure that you are given a receipt for any monies paid.
- Ask the landlord for their full name, address and telephone number.
- Does the landlord require a Guarantor ?

When Moving In

- Complete an inventory and agree it with the landlord.
- Take meter readings and contact appropriate companies

The information in this guide is as accurate as possible, and is intended for your guidance only. The University does not accept any liability for inaccuracies. If you need further advice and information we suggest you contact a solicitor or the Citizens Advice Bureau on 01905 611371.