

Landlord and Tenant Relations

The purpose of this information is to help landlords to achieve good relationships with their tenants by following management practices that are fair and equitable to both parties.

Deposits

If a landlord asks for a deposit from a tenant, a receipt should be provided for the money with a written statement outlining what the deposit is for (e.g. unpaid rent or damage to property). Although there is legally no limit on the amount that can be charged, landlords and letting agents usually ask for the equivalent of one month's rent.

When the tenants leave the property the deposit must be returned to them. A landlord can deduct the cost of damage or breakages, but not the cost of fair wear and tear on the property. It is good practice to return the money on the day the tenants leave as:

- some foreign students on vacating would be returning to their homes abroad
- tenants often require their deposits to secure their next accommodation

In any case, the deposit should be returned within 14 days.

It is often helpful for the landlord to draw up an **inventory** (a list of the contents and condition of the property), which makes it easier to settle arguments about damage at the end of the tenancy.

Rent

There is no restriction on the rent, which a landlord negotiates with a tenant at the beginning of the tenancy. If the landlord wishes to increase the rent he/she must wait until the end of a **fixed term** period. If the tenancy is a **contractual periodic tenancy** it is possible to propose a rent increase to be payable a year after the tenancy began. Further increases can be proposed at yearly intervals after the first increase using the formal procedure set out in the Housing Act 1988.

A tenant can refer any notice of increased rent to the **Rent Assessment Committee**, who will set a market rent for the accommodation. A landlord cannot then charge more than this amount.

Rent arrears

If a tenant is in arrears, it is recommended that the landlord follows up any discussions on payments and payment arrangements in writing. Copies of correspondence may be needed at a later date. If a landlord is taking court action against a tenant, it is recommended that the tenant is informed about what is happening and why. Landlords should not assume that the tenant will know what a **Notice** is, or that court action will usually follow. Landlords should be flexible – they are entitled to their rent, but court action can be expensive. Often patience and negotiation between the parties can sort out the problem.

For more information on landlord and tenancy issues

The **Housing Rights Service** exists to give advice to landlords and tenants and is situated within the Community Housing Service in the Civic Offices. Officers can be contacted by telephone on **023 9283 4899**.

Useful links

The **National Association of Citizens Advice Bureaux**

www.adviceguide.org.uk/

The **Court Service** (an executive agency of the Department for Constitutional Affairs), covering policy, legislation and the Magistrates Courts.

www.courtservice.gov.uk/

The **Housing Ombudsman Service** is an independent organization that deals with complaints against social landlords (like housing associations) and agents as well as other housing disputes.

www.ihos.org.uk/

Shelter – the housing advice organization that has practical advice on private tenant rights and how those in housing need can access information either on line or through their network of Housing Aid Centres.

www.shelternet.org.uk/

The **Office of Fair Trading** gives information on a range of consumer issues including guidance on fair terms and conditions of tenancy contracts.

www.offt.gov.uk/

For more information on **tenancy forms and appropriate stationary** that complies with legal requirements.

www.oyezstraker.co.uk/