



Things to consider if you're
renting privately

Thinking about renting privately?

Private rented housing is housing owned by individuals or companies and rented out to tenants. It could be a good option for you if you aren't eligible for social housing – or if you don't want or are unable to buy a property.

The main advantage of renting privately is that you can often find a home quickly and you have more choice over the location. However, there are downsides:

- You're likely to get an 'assured shorthold tenancy' with limited rights against eviction after a certain point.
- If you claim benefits, such as Universal Credit or Housing Benefit, you might not be able to cover the total rent.
- Some landlords are unwilling to accept people claiming benefits as tenants.

It's a good idea to seek advice before you start renting privately or if you run into any problems along the way.

Good to know



Private tenancies can be granted for a fixed period of time, or they can be rolling periodic tenancies, which don't have a fixed end point. If you have a fixed-term tenancy, your landlord might offer you a new one when it ends, or let you stay on a rolling basis.

The Government wants to reform the private rented sector and give greater security and stability to private renters.



How do I find private rented housing?

If you've decided to rent privately and you need to find a property that suits your needs, you have a few options. You can:

- use a letting agency
- look online – popular websites include Zoopla, Rightmove and Spareroom (if you don't have internet access, you could try your local library or ask family or friends to help you with an online search)
- ask people you know whether they've heard of any rooms or places to rent
- look for advertisements – for example, in a local newspaper or in a community centre, library or shop
- place an advertisement yourself
- contact your local council housing options service.

Letting agencies sometimes manage properties for landlords as well as advertise them. This means you might deal with and pay rent to a letting agency rather than a landlord directly.

Viewing a property

It's a good idea to view any properties you're interested in. Take a friend or family member with you if you can – or let someone know where you're going. Here are some things to consider as you look round:

- Does the property feel safe and secure? What condition is it in – for example, are there signs of damage or damp?
- What's the EPC rating? How energy efficient the property is can impact how much it costs to keep it warm.
- If you're moving to a different area, will it impact any services you receive – for example, will you have to register with another doctor? What will happen to your care package?
- Does the property meet your needs – for example, can you move around it easily and use all the facilities? It can be difficult to get a landlord's permission to adapt a private rented property.
- Do you feel safe in the area? Would you be comfortable going out, including in the evening?
- What are the transport links like? Would it be easy to maintain your existing routine – such as attending appointments, getting to work, and seeing friends or family?
- If it's shared accommodation, what are the other tenants like? Have you had a chat with them? What do they say about the landlord?
- Do you get on with the landlord or letting agent? What can they tell you about their future plans for the property – for example, if they plan to sell or put the rent up?

Will I have to pay fees?

By law, landlords and letting agents are only able to charge for certain things – so you shouldn't have to pay fees for help with finding a property or to secure a tenancy.

You can be charged:

- rent (with advance payments of rent sometimes required)
- a holding deposit to reserve a property while checks are carried out
- a security deposit to cover any damage or rent arrears during the tenancy.

Both types of deposit are capped at a certain level. The holding deposit must be refunded if you secure the property, and in most other circumstances too.

The security deposit must be protected in a government-backed scheme during the tenancy and should be returned to you at the end, minus any deductions. You can appeal to the scheme if you think any deductions made are unfair – the landlord shouldn't make deductions for normal wear and tear, for instance.

Good to know



The upfront costs of renting can be difficult. If you need help to pay a deposit or rent in advance and you're at risk of homelessness otherwise, contact your local council. They might be able to help you secure private rented housing under their homelessness duties or direct you to local schemes that could help with costs.

Thinking about your tenancy

It's important to know what type of tenancy you have and how this might affect your rent.

New private tenancies are likely to be assured shorthold tenancies, but if you've been living somewhere for a while then you might have a different tenancy with stronger rights:

When did the tenancy begin?	Type of tenancy	Rules
After 28 February 1997	Most likely assured shorthold tenancy	You can be charged market rent. This rent can be challenged at the outset if it's 'excessive'. Rent can only be increased in line with your tenancy agreement or, if your agreement doesn't say anything about increases, by the landlord following a specific legal procedure. There are slightly different rules for fixed-term assured shorthold tenants.
Between 15 January 1989 and 27 February 1997	Most likely assured tenancy	The rules are the same as above, but you can't challenge the rent agreed at the outset.
Before 15 January 1989	Most likely regulated (sometimes called 'protected') tenancy	You or the landlord can ask a Rent Officer to decide a 'fair rent'. Once decided, this can't be changed for two years – unless in special circumstances.



Unless your tenancy is going to be for a fixed term of 3 years or more, it can be created orally (as a spoken agreement). This means you can have a tenancy without having a written agreement – although most reputable landlords will draw up a written agreement and give you a copy.

You're likely to have legal rights (around repairs and evictions, for example) that apply regardless of whether you have a written agreement. However, it can be harder to enforce some rights without one, so it's a good idea to ask for a written agreement and keep this safe.

You might prefer a tenancy with a longer fixed term. There are advantages to this – for example, you have a clearer idea of how long you can stay and will be protected from rent increases unless your agreement says otherwise. Some landlords are keen to get you to sign for longer and will accept a lower rent if you do. However, there are downsides – if you need to move during the fixed term, for instance.

Before you sign anything

Before signing any tenancy agreement, read it carefully and ask about anything you don't understand. It should include:

- the type of tenancy or licence
- the start date (and the end date, if it's a fixed term)
- the names of all people involved – the landlord, the named tenants, and any other members of the household
- the rent, how it's paid, and how and when it can be increased
- the deposit amount, how the deposit is protected, and the circumstances in which deductions can be made at the end of the tenancy
- your obligations and the landlord's obligations – for example, in relation to repairs (although the landlord is always responsible for certain repairs)
- an outline of bills you're responsible for and whether utilities or services are part of the rent.

If the tenancy has a fixed term, check whether it has a break clause allowing you to leave early. If not, you can be asked to pay rent for the whole of the fixed term even if you leave early. Ask your landlord to include a break clause if you're concerned about this – but remember that they'll be able to use it too.

Next steps



See our factsheet **Tenancy rights – rent** for more information. See Shelter's website (page 15) for more information on tenancy negotiations.



Security of tenure

‘Security of tenure’ means your rights against eviction. Your rights depend on the type of tenancy you have and whether it’s for a fixed term or not.

For the first 6 months of your tenancy – or the length of the fixed term – you can only be evicted in certain circumstances, and usually only if something has gone wrong (such as rent arrears or antisocial behaviour). The landlord needs to prove their case in court and the court may refuse to evict you.

After the first 6 months of the tenancy – or at the end of the fixed term – you can be evicted on a ‘no fault’ basis. This means the landlord doesn’t need a good reason for evicting you, although they still need take the case to court.

You might be able to challenge the eviction if the landlord hasn’t followed the correct procedure. No-fault eviction is also known as ‘section 21 eviction’, as the procedure starts with the landlord serving a **section 21 notice**. If you’re considering challenging an eviction, it’s a good idea to get advice. Contact Shelter (page 15) or a local advice agency to find out more.



A **section 21 notice** must be in writing and give you a period of time before the landlord can take the case to court. You can leave before or at the end of the notice period – but you don’t have to.

If you’ve been given a section 21 notice, it may be worth remaining until the court decides you have to leave. But there are downsides to this – you’re likely to be ordered to pay the landlord’s court costs, for instance. It’s a good idea to get advice about the pros and cons.

You have more rights against eviction if you have one of the other tenancy types mentioned on page 6 – and fewer rights if you’re a lodger.

Next steps



See our factsheet **Preventing evictions** for more information.



Repairs and improvements

Most tenants have the right to have certain repairs carried out – as well as the right to live in a home that’s ‘fit for human habitation’. You’ll almost certainly have these rights if you sign a new tenancy in the private rented sector. The rights are set out in law so, if you have them, they apply regardless of what your tenancy agreement says.

The repairs that must be carried out are repairs to:

- **the structure** – roof, floor, walls, plasterwork, windows, staircases, banisters and external doors
- **the exterior** – guttering, pipes and drains
- **installations** – plumbing and sanitary fittings like baths and sinks, electrical wiring, gas piping, water and central heating.

Good to know



A home is unfit for human habitation if it’s in such a bad state that it’s no longer suitable to live in. This could be because of damp, inadequate heating, or some other health or safety hazard. Your landlord must carry out works within a reasonable timeframe after they become aware of these issues.

If your landlord knows that there are repairs they're obliged to carry out, they must sort it within a reasonable timeframe. Certain repairs (such as blocked drains or gas leaks) should be done urgently.

Your landlord is also responsible for providing:

- at least one smoke alarm on each storey of the property with a room used as living accommodation
- a working carbon monoxide alarm in any room used as living accommodation which contains a fixed combustion appliance – such as a gas or oil boiler, or a log burner.

They must give 24 hours' notice of a visit and come at a reasonable time when coming to look at any repairs that might need doing or to review the condition of the property.

If your landlord fails to carry out works within a reasonable timeframe, you may be able to take action against them in court. The court can order them to carry out repairs and compensate you for any inconvenience or loss.

Next steps



See our factsheet **Home improvements and repairs** for more information.



If you claim benefits

If you claim benefits, finding private rented accommodation can be difficult. Landlords and letting agencies may have 'no DSS' policies – which means they won't rent to someone claiming benefits such as Universal Credit or Housing Benefit.

These policies have recently been declared unlawful – but the practice still happens and can only be challenged on a case-by-case basis. If you're having difficulties finding a private tenancy because you claim benefits, contact your local council and explain the problem. They may be able to put you in touch with a landlord who will accept benefit claimants or help you find a rent guarantee scheme (where someone agrees to cover your rent if you can't).

Good to know



Shelter (page 15) has a letter template on its website that can help you make a complaint if you're refused a viewing or tenancy of a property just because you claim benefits.

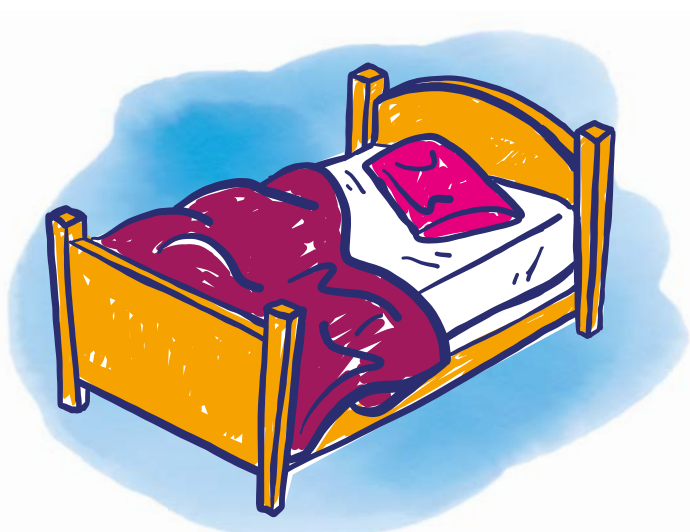
Lodgers

You're considered a lodger if you rent a room in your landlord's home. You might share facilities such as a bathroom or kitchen with them, or live fairly separately.

Your rights depend on your precise living arrangements, but you're likely to have a 'licence' rather than a tenancy. Licences generally give weaker rights than tenancies do, particularly around repairs.

It's important you read your agreement and understand the key terms – as well as any financial implications – before you sign it.

If you share a kitchen, bathroom or living room with your landlord, you can be evicted without a court order. However, the landlord must give you a reasonable notice period before evicting. Otherwise, you're probably entitled to a court order, unless you don't pay any rent.



Useful organisations

Age UK

We provide information and advice for people in later life through our Age UK Advice Line, publications and website.

Age UK Advice: 0800 169 65 65

Lines are open seven days a week from 8am to 7pm.

www.ageuk.org.uk

In Wales, contact Age Cymru Advice: **0300 303 44 98**

www.agecymru.org.uk

In Northern Ireland, contact Age NI: **0808 808 7575**

www.ageni.org

In Scotland, contact Age Scotland: **0800 124 4222**

www.agescotland.org.uk

Shelter

Provides advice, information and advocacy to people in housing need.

Tel: **0808 800 4444**

www.shelter.org.uk

In Wales, contact **Shelter Cymru**

Tel: **08000 495 495**

www.sheltercymru.org.uk

What should I do now?

You may want to read some of our relevant information guides and factsheets, such as:

- **Housing options**

You can order any of our guides or factsheets by giving our Advice Line a ring for free on **0800 169 65 65** (8am-7pm, 365 days a year).

Our friendly advisers are there to help answer any questions.

All of our publications are available in large print and audio formats.

There's plenty of really useful information on our website, too. Visit **www.ageuk.org.uk/housing** to get started.



0800 169 65 65
www.ageuk.org.uk

If contact details for your local Age UK are not in the below box, call Age UK Advice free on **0800 169 65 65**.



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