

Tenancy Agreement

This Tenancy Agreement is for letting furnished or unfurnished residential accommodation on an assured shorthold tenancy in the provisions of the legislation. As such, this is a let and should not be used without adequate knowledge and handling and Tenancy is a contract in its own right and should be used with care. The quality of the accommodation should be specified in the contract.



information and guidance for private landlords

Private Landlord Information Pack

- Every effort is made to ensure this information pack is accurate and reliable. It is developed using professional experts and associated resources, however full accuracy of content cannot be guaranteed as laws and regulations can change quickly.
- You should not rely on the information provided without taking appropriate legal advice. Sheffield City Council, cannot accept any legal liability for anything you do or decide not to do, or otherwise refrain from doing, in reliance on the information provided.
- To keep up to date with the frequent and often complicated developments in housing law, we recommend signing up to blogs such as Landlord Law, joining a reputable landlord association and regularly checking websites e.g.
 - shelter.org.uk/housing_advice
 - www.gov.uk/private-renting

**Produced by
Private Housing Standards
Moorfoot Building
Sheffield
S1 4PL**

April 2020

Any comments or suggestions about this pack are welcomed. You can write to the above address, ring Private Housing Standards 0114 273 4680 or email tro@sheffield.gov.uk, with your comments or to request further copies.

Please contact Private Housing Standards on 0114 273 4680 if you need any information in this pack in a different format, e.g. large print.

CONTENTS

	Page No.
Introduction	3
1. Deciding whether to let out your property	5
2. Different types of tenancy	6
3. How to create a tenancy	11
4. Information you must give to tenants	15
5. Landlords and Immigration Checks	17
6. Deposits	19
7. Agent Redress Schemes	21
8. Rent and Tenancy Fees	22
9. Council Tax	26
10. Benefits	28
11. Housing Standards and Repairs	33
12. Houses in Multiple Occupation	38
13. Snug and Student Housing	41
14. Private Rented Solutions - Finding a Tenant	42
15. Dealing with Anti-social behaviour	44
16. Ending a tenancy	48
17. Harassment and illegal eviction	60
18. Useful contacts for further information	62

INTRODUCTION

Sheffield City Council has produced this pack to help private landlords renting out properties in the city. We hope that it will prove useful.

We recognise that private landlords play an important role in providing housing in Sheffield and we want to encourage landlords to provide good quality accommodation and to treat their tenants fairly.

Problems often arise because either the landlord or the tenant are unaware of their legal rights and duties. This pack deals with the areas which we believe most often cause problems.

Renting out property can be complicated. We hope this pack will help to highlight some of the issues to consider before renting out a property, help to prevent problems arising and provide guidance as to how to approach any problems which do arise.

However there may still be some situations where you will need to seek legal help and the Council can not give landlords practical assistance with legal or financial matters. In these situations, you may need to ask your own solicitor or legal adviser. If you need help with finding a suitable adviser you can get more information from The Law Society (see section 'Useful Contacts').

It is not possible for a pack like this one to cover every issue that may come up. It is only a general guide, and not a complete statement of the law. The law changes very rapidly sometimes, and although this pack will be updated often, Sheffield City Council cannot be held responsible for any errors.

Using a Managing Agent

Many landlords put their property in the hands of a managing agent, and pay them for organising the letting and for managing the property. This is a good idea, especially if you know you are going to have difficulty managing the property, if you do not live locally, or, you are unlikely to be able to keep up to date with the many responsibilities and legal requirements involved in letting a property.

All letting agents and property managing agents have to be registered with a government **approved Redress Scheme**. If they are not, you should not use them, and you should report their details to Private Housing Standards (see section 'Useful Contacts').

The approved redress schemes are:

- [The Property Ombudsman Limited](#)
- [Property Redress Scheme](#)

More information about the requirement for letting agents and property managing agents to belong to a Redress Scheme is in the section 'Agent Redress Schemes'.

All property agents holding money for a landlord e.g. rent or a deposit, must also belong to a government-approved ***client money protection scheme***. This should much reduce the risk of you being left out of pocket. If the agent will be holding money for you, you should always check whether they are a member of a scheme. If they are not, please report their details to Private Housing Standards (see section 'Useful Contacts').

It is worth bearing in mind, however, that anyone can still set up as a managing agent and if you are thinking of using an agent, it is advisable to use one who is regulated by ARLA, RICS, NALS, or the Property Ombudsman.

Even if you are an experience and knowledgeable landlord, it is still worth considering joining a landlord association. A landlord association can provide further information and general advice about the best way of managing a property and support if things go wrong.

1. DECIDING WHETHER TO LET OUT YOUR PROPERTY

Before you think about renting out property, try to make sure you know the answers to the questions in this checklist.

Is this the best use of your property or capital?

Have you worked out the income you expect to receive?

Have you allowed for future costs like:

- advertising vacancies.
- periods when the property may be empty.
- irrecoverable rent arrears
- cleaning and redecorating before re-letting
- council tax (in the case of properties let on multiple tenancies)
- licensing of a House in Multiple Occupation or property in a Selective Licensing area
- property maintenance, repairs and the cost of making sure the property meets the required safety standards
- legal expenses if you have to take your tenant to court
- managing agent if you choose to use one
- buildings insurance
- income tax

Have you decided how long do you want the tenancy to last?
Do you know what documents are advisable to create the tenancy?

Might you want to sell the house, or move in yourself, or ask the tenant to leave?

How much rent are you going to charge?
Will Housing Benefit or Universal Credit cover it if the tenant is on a low income or loses their job?

How are you going to charge for gas, electricity, water, Council Tax and any services you provide?
Will the rent cover these bills?
Will you want the tenants to pay the bills themselves?

Are you aware of your duties to do repairs and make sure the property is safe?
Do you have a plan for maintaining the property and attending to repairs

Do you need an HMO licence or planning permission?

TAKE LEGAL AND FINANCIAL ADVICE

See the relevant sections of this information pack

See above

2. DIFFERENT TYPES OF TENANCY

Although there are many different kinds of tenancy, the vast majority of residential tenancies these days are Assured Shorthold Tenancies. However, it is still important to be sure what kind of tenancy your tenants have. This section describes the most common types. It also explains some of the terms used in this pack.

Some general rules worth bearing in mind:

- When you buy a property with existing tenants, the tenant's rights are not affected by the change of landlord.
- You cannot usually give an existing tenant a type of tenancy less favourable to them than the one they already have, (especially regarding their right to stay).
- Usually where the landlord does not live on the same premises, the tenant's right to continue living there, continues after any end date in the contract.

The most common types of tenancy are shown below. This section tries to explain to private landlords the position which applies in most cases. However, there will be some exceptions.

Some of the terms used are described in more detail under the heading 'Explanation of Commonly Used Terms' later in this section.

Assured Shorthold Tenancy

This is the most common kind of tenancy. It applies to most private sector tenancies created on or after 28 February 1997.

Most tenancies will automatically be Assured Shorthold Tenancies.

If the tenancy began before 28th February 1997, you should seek further legal advice.

An Assured Shorthold Tenancy **cannot** be created if:

- The tenant, (or one of the joint tenants,) was already a Regulated tenant or Assured non-Shorthold tenant of the same landlord immediately before the tenancy was granted.
- The tenancy agreement, or other document, states that the tenancy is not to be an Assured Shorthold.
- The landlord is resident in the same property throughout the tenancy.

Key features of Assured Shorthold Tenancies:

- If the agreement was for a fixed term, then at the end of the fixed term, a new tenancy automatically follows so long as
 - there is no new tenancy agreement
 - the tenant is still in occupation.

This is usually referred to as a 'statutory periodic' Assured Shorthold Tenancy. The terms and conditions of this tenancy are the same as agreed in the original contract. A statutory periodic tenancy begins automatically even though no new agreement is made between landlord and tenant.

- If the tenant thinks the rent is too high, they can sometimes apply to a tribunal to set a new rent. For more details, see Section 'Rent'.
- There are two ways in which the landlord can end the tenancy. One way is for the landlord to show that they have certain 'grounds' for possession. The other does not need any 'grounds' but cannot be used during the fixed term of a tenancy. For more details, see Section 16 - Ending a Tenancy. Either way, the landlord needs a court order to evict the tenant.
- Deposits (or bonds) have to be protected, (see Section 'Deposits').

Assured Tenancy (non-Shorthold)

This kind of tenancy is most likely to be created in one of two ways:

- 1) If the tenancy was entered into between 15th January 1989 and 28th February 1997, and either:
 - no Notice of an Assured Shorthold Tenancy was served; or
 - the tenancy was not made for a fixed term of at least six months.
- 2) If the tenancy was entered into after 28th February 1997, and either:
 - the landlord serves a notice on the tenant, saying the tenancy is not an Assured Shorthold Tenancy; or
 - the tenancy agreement says that the tenancy is not an Assured Shorthold.

Assured Tenancies (shorthold or not) can be "fixed term" or "periodic" (see the Explanation of Commonly Used Terms below). The agreement can be verbal or written.

An Assured Tenancy cannot be created if the landlord lives in the same property as the tenant.

Key features:

- If the agreement was for a fixed term, then at the end of the fixed term, a new tenancy automatically follows so long as
 - there is no new tenancy agreement
 - the tenant is still in occupation.

This is usually referred to as a 'statutory periodic' Assured Tenancy. The terms and conditions of this tenancy are the same as agreed in the original contract. A statutory periodic tenancy begins automatically even though no new agreement is made between landlord and tenant.

- If the landlord wants to increase the rent, the tenant can apply to a tribunal. The tribunal decides on a reasonable market rent for the property. For more details, (see Section - Rent).
- The landlord can only gain possession of the property if they have certain 'grounds' for doing so. These grounds are explained in the section 'Ending a Tenancy'. The landlord must obtain a court order before the tenant can be evicted.

Regulated Tenancy (Rent Act 1977)

Most tenancies which began before 15th January 1989, and where the landlord is not living in the same property as the tenant, will be Regulated Tenancies. The tenancy can be verbal or written. It can be either "periodic" or for a "fixed term" (see Explanation of Commonly Used Terms below)

Key features:

- Rents are controlled by a system of fair rents set by the Valuation Office Agency (see section 'Useful Contacts').
- The landlord can only gain possession on the grounds (or 'cases') allowed by the Rent Act 1977 (see the section 'Ending a Tenancy'). The landlord must obtain a court order.

If the contract covering a Regulated Tenancy has not yet ended, the tenancy is sometimes referred to as 'Protected'. If the contract has expired (either because the fixed-term has ended or because a Notice to Quit has been served), the tenancy is often known as a 'Statutory' tenancy.

Licence to occupy

An agreement to occupy accommodation may sometimes create a licence to occupy rather than a tenancy. This may happen even where rent is paid, if:

- the circumstances of the letting mean that the occupier does not have the right to exclude other people, including the owner. This is known as the right to 'exclusive possession,' or
- it is clear that there was no intention to create legal relations.

For example, there may be a licence, not a tenancy, if:

- the agreement to occupy is on a very informal family or friendly basis with an unclear rent paying arrangement; or
- the landlord (or an employee) needs unrestricted access to room(s) to provide services like cleaning or changing bed linen
- the landlord is an employer who is providing accommodation for an employee to be able to carry out their duties better.

Licensees generally have fewer rights than tenants. However, the law will not allow a landlord to avoid giving an occupier rights simply by calling the agreement a license.

Key features (where landlord is not resident):

- Periodic Licensees are entitled to 28 days Notice to Quit.
- Where a rent or 'monies worth' is charged, most licencees can not be evicted without a Court Order (though see section on resident landlords below).
- The rules concerning rent, deposits and repairs do not apply to licenses as they do to the tenancies described above.

Occupiers with Resident Landlords

A tenant cannot have an Assured Shorthold, Assured or Regulated Tenancy if:

- the landlord lives in the same property (other than a purpose built block of flats) and
- it has been the landlord's only or main home during the life of the tenancy.

However, these occupiers still have any rights that are stated in their contract, and the rights outlined below.

Key features:

- A Notice to Quit served on periodic tenants of resident landlords must be valid in 'common law'. This means that if rent is paid weekly, the Notice should give at least one week. If rent is paid monthly, the Notice must be at least one month. Also, the Notice should expire on the first or last day of a period of the tenancy (see below, periods of a tenancy).
- Periodic Licensees of Resident Landlords are entitled to 'reasonable notice'. However, if there is a written agreement about the length of the tenancy / license or how to end it, any Notice to Quit must be in accordance with the terms of the agreement.
- If you live under the same roof as the tenant or licensee (except in a purpose built block of flats) but do not share any accommodation, e.g. bathroom, kitchen, living room, and you have a periodic agreement, i.e. there is no fixed term, then, as well as being right at common law, Notice to Quit must give at least 28 days and contain certain specific information. Also, crucially, in these circumstances, you can not evict a licensee or tenant without obtaining a Court Order.

Commonly used terms

The following explains some of the legal terms frequently used to describe tenancies:

Contractual Tenancy: Any tenancy for which the agreement (verbal or written) or contract has not ended.

Statutory Tenancy: A Regulated Tenancy which has either been ended by a Notice to Quit or has come to an end but the tenant is still living in the property.

Statutory Periodic Tenancy: Usually refers to an Assured Shorthold Tenancy (or non-Shorthold Assured) which has automatically started at the end of a contract – see above: 'Assured Shorthold Tenancy, key features.' However, it can also be used to refer to a Regulated, Statutory tenancy (see immediately above).

Joint Tenancy: A tenancy in the name of more than one tenant. Each has all the rights of an individual tenant. Each is 'jointly and severally' liable for payment of the whole rent. For example, where as a sole tenant in a shared house would hold the tenancy of one particular room and share 'common parts', joint tenants, would instead hold the tenancy of the whole house between them.

Joint tenants decide for themselves what rooms they occupy and how they divide the rent between them. Usually, joint tenants will have signed the same tenancy agreement and the rent will be shown as rent for the whole property. There should be no differentiation between joint tenants as to what part of the property they rent, how much rent is paid or when the tenancy begins and ends.

Fixed Term Tenancy: Any tenancy which has an end date agreed before the tenancy started or when the tenancy is renewed.

Periodic Tenancy and 'periods' of a tenancy: This refers to any tenancy which does not have a pre-arranged end date, but carries on from week to week, month to month or year to year. This will be the case if no fixed term is agreed in the first place, or when the fixed term of an Assured (including Assured Shorthold) or Regulated tenancy ends and there is no new tenancy agreement but the tenant is still in occupation.

If the rent for a periodic tenancy is payable weekly, the tenancy is likely to be weekly periodic. If payable monthly, it is likely to be monthly periodic.

The periods of a tenancy refer to the periods of time which each payment of rent is intended to cover. Where rent is payable in advance, then the first day of a period of the tenancy will usually be the rent due date and the last day of a period of the tenancy would usually be the day before rent is due.

3. HOW TO CREATE A TENANCY

Finding a tenant

The first step is to find a suitable tenant. Whether or not the tenant pays rent reliably, looks after the property properly, and behaves responsibly, is likely to have a huge impact on your experience of being a landlord and the profitability of letting out a property. To find a tenant you can, for instance, advertise in local newspapers or in local shop windows, rely on word of mouth or use websites advertising private rented properties. Using a managing agent (see Introduction) can help take a lot of the hassle out of this process. Landlords letting to university students can let their properties through the University Accommodation Offices (see section 'Useful Contacts'). The Universities will expect properties let through them to be of a good, safe standard and getting advice and support about how to achieve these standards should be seen as a positive.

Meeting tenants personally before you commit to tenancy may give you a good indication as to how reliable a tenant they will be, though this may depend on how good a judge of a character you are and even the most discerning of landlords can be taken in.

You should also consider taking references e.g. from a bank, employer or former landlord. Personal references, particularly, may need to be treated with a healthy caution, but you can make further checks by, for example, ringing former landlords and checking telephone numbers and addresses.

It may also be worthwhile using a credit referencing company. The costs of this need to be weighed against the costs you will have to bear if things go wrong.

What sort of tenancy?

Most lettings nowadays by non-resident landlords are Assured Shorthold Tenancies, regardless of what sort of tenancy agreement is used. If you want your tenant to have more security and more stake in their home, you can specify in the tenancy agreement that the tenancy is to be a non-Shorthold Assured tenancy (see section 'Different Types of Tenancy').

There are some situations (very rare) where a new tenancy agreement, granted by a non-resident landlord, could legally create a different kind of tenancy. The most likely situation is when a landlord grants a new tenancy to someone who already has a Regulated or non-Shorthold Assured Tenancy with that landlord. It can be at the same property or at a different one. If you think this could apply to you, get more advice before entering into a new agreement.

The terms of the tenancy

Some of the terms of the tenancy, can be agreed between the landlord and the tenant. However, there are some limits:

- Tenants and landlords have some statutory rights laid down by Parliament. The tenancy agreement cannot change these. For example, the law says that the landlord is always responsible for certain kinds of repairs (see section 'Housing Standards and Repairs'). If the agreement says otherwise, it will have no effect.

- If the landlord uses a standard tenancy agreement which is drawn up in advance but not negotiated individually with the tenant, the courts may have the power to decide that some of the terms are unfair. If this happens, the landlord will have difficulty enforcing those terms. This applies to standard tenancy agreements drawn up by the landlord as well as those which can be bought e.g. from a legal stationer.

The most important term of the agreement will probably be the amount of rent to be paid. If you are letting to claimants who will have to rely on benefits to pay rent, you should be aware of the Housing Benefit Regulations (see Section 'Benefits')

The agreement should also accurately describe the premises being let. If you are only letting part of a property e.g. a room in a shared house, the tenancy agreement should reflect this (e.g. by specifying the room by number or by location in the house).

Other terms usually covered in tenancy agreements are:

- How often the rent is to be paid.
- The tenancy start date.
- The length of the fixed term - if there is one.
- Who will pay fuel bills, water rates and Council Tax.
- The deposit to be paid, and what it covers.
- Any arrangements for Landlord or tenant giving a notice to leave before the contract ends.
- Responsibility for minor repairs, internal decoration and looking after the garden.
- Whether the tenant can have lodgers, or sub-let the property.
- Provisions for ending the tenancy before the end of the fixed term through unacceptable behaviour by the tenants (e.g. rent arrears, nuisance to neighbours, damage to property).
- How you can serve Notices on the tenant. It is highly advisable to make clear that Notices can be served on the tenant by posting them to, or leaving them at, the premises subject to the tenancy.

Written agreements

You do not have to supply a written agreement unless you want to create a tenancy for a fixed term of over three years. But it is usually better for both landlord and tenant if an agreement is written down. Everyone then knows what is expected of them.

You can buy written agreements from a legal stationer, and the National Residential Landlords Association also produce one. The government have produced a model tenancy agreement for an assured shorthold tenancy and accompanying guidance, which is available on the government's website www.gov.uk. This sets out the general legal responsibilities of landlords and tenants very well. You can choose how long you want the agreement to be for and you can add specific terms so long as they don't contradict the law. If you write your own agreement, there is a risk of leaving out something important which could cause serious problems for you later on.

Verbal agreements

A verbal agreement, starting after 28 February 1997, will usually create an Assured Shorthold Tenancy as long as:

- You do not live on the premises.
- The nature of the agreement does not create a licence (see the heading about licenses in the section 'Different Types of Tenancy').
- It is not one of the rare situations where a different kind of tenancy is created (see section 'Different Types of Tenancy' above).

The tenancy might be periodic or fixed term depending on what was verbally agreed (see section 'Different Types of Tenancy').

A tenancy is usually held to have been made as long as:

- The tenant moves into definable premises (not, for example, moving from room to room)
- The amount of rent has been agreed (not necessarily paid).

As long as the tenancy is not for a fixed term of more than 3 years, a verbal tenancy agreement is just as binding as a written one. However, it is unlikely that the terms of a verbal agreement will be worked out in the same detail. This could cause problems later on if there is a disagreement between the landlord and the tenant. It may also be harder to prove what has been agreed if there is no written evidence.

Informing your lender and insurer

If you have a mortgage or other loan secured on the property you are intending to let, you should normally get the lender's agreement before letting it out. If you don't, you may be breaching the terms of your mortgage.

You should also check if your building insurance policy provides cover if the property is let out. Make arrangements to extend the cover if it does not.

If your current insurer will not cover the property, you will need to take out new insurance, possibly with a company specialising in landlords' insurance. The landlords' associations listed on line, and in the section 'Useful Contacts' in this pack, can provide further advice about this.

Data Protection

If you 'process personal data' electronically, then you need to register with the Information Commissioner's Office (ICO). This means that if you keep computerised records of tenants' details, rent accounts, tenancy management history etc. you will need to complete the ICO registration form and pay an annual fee. Further information is available on the ICO website.

Buying premises with existing tenants

If you buy a property which already has tenants, then the tenancy agreement between the old landlord and the existing tenants is unaffected. You automatically become their landlord. There is no need to create a new tenancy.

However you have a legal duty to tell the tenants your name and address once you have bought the property. There is a time limit for you to do it. This is usually within two months of the purchase. If you don't do it, you may be committing a criminal offence. The City Council has power to prosecute landlords for this.

The law relating to any continuing obligations of a landlord after selling premises with tenants is quite complex. Seek the advice of your conveyancing solicitor about tenants rights when you are either buying or selling occupied premises.

Renewing tenancies

If the tenants are still in the property at the end of a fixed-term Assured or Assured Shorthold Tenancy, the law says that the tenancy automatically continues. This is known as a 'statutory periodic tenancy'. The terms and obligations in the tenancy carry on, including the obligation for the tenants to pay rent. There is no need for you or the tenants to do anything for this to happen.

It is up to you to decide whether you want the tenants to 'hold over' as periodic tenants, or whether you want them to sign a new agreement. If you offer a new tenancy agreement, the tenants don't have to agree to it.

4. INFORMATION YOU MUST GIVE TO TENANTS

In most cases, there is no legal requirement for a written tenancy agreement. However, landlords do have to provide certain information to tenants. Listed below are some of the main legal requirements.

Information you must provide at the start of a tenancy:

Contact address.

You should give your tenant a Notice (any sort of document will do) which specifies the address they can serve Notices on you. This can either be your own address or a solicitor's or agent's address. It must be an address in England or Wales. The Notice is important. The law says that the tenant does not have to pay rent until this information is provided.

Deposit Protection

Where a deposit has been paid, it is very important that you give your tenant all the required information about the protection of their deposit (see section 'Deposits'). Otherwise you are deemed not to have complied with the Tenancy Deposit regulations.

Energy Performance Certificate (EPC)

You must make sure that an EPC has been given free of charge to any person who becomes a tenant (for further information see section 'Housing Standards and Repairs').

Gas Safety Certificate

You must provide a copy of the annual gas safety certificate to all new tenants before they occupy the property. Copies of each new annual certificate must be provided to all tenants within 28 days of the check being carried out (for further detail see section 'Housing Standards and Repairs').

'How to rent' booklet

You must give your tenant the most up to date version of the booklet 'How to rent: the checklist for renting in England.' This is published by the government (the Department for Communities and Local Government). You can provide it by email to the tenant so long as the tenant has notified you of an email address at which they are content to receive documents and notices.

It is not an offence not to provide this booklet but you cannot give a section 21 notice to your tenant until you have done so (see section 'Ending a Tenancy').

Rent books.

If your tenants pay rent weekly they are entitled to a rent book, or similar document. It should be kept up to date with each payment.

Information you must provide when requested:

Name and address of landlord

If your tenant makes a written request for your name and address to an agent or someone collecting rent for you, that person must provide the information in writing within 21 days. It is a criminal offence not to. The City Council is the prosecuting authority.

Statement of terms

In the case of tenancies starting on or after 28th February 1997, a tenant can require you to provide a 'statement of terms'. This is a statement from you of what the most important terms of the tenancy are. The statement must include:

- The date the tenancy began.
- The rent payable.
- The dates rent is payable.
- Any terms for reviewing the rent.
- The length of any fixed-term.

The statement has to be provided within 28 days of receiving the request from the tenant. It is a criminal offence not to do so. The City Council is the prosecuting authority. The information that you put in your statement would not be regarded as conclusive evidence of what the agreement is between you and the tenant.

You do not have to provide a statement about a term which has already been given in writing.

5. LANDLORDS AND IMMIGRATION CHECKS

From 1 February 2016, the government have introduced new laws saying that private landlords have to check that anyone you have a rental agreement with, has the right to stay in the country. This is referred to as the 'right to rent'.

If you are a tenant yourself, and you sublet all, or part of, the property, then you too, must make these checks.

Within 28 days before the start of a new tenancy, you must make checks for:

- people aged 18 and over living in your property, whether they're named in the tenancy agreement or not
- all types of occupancy agreement, written or oral

You can be fined up to £3,000 for renting your property to someone who isn't allowed to stay in the country. The amount for a first time penalty is £1,000. It is also a criminal offence if you know or have "reasonable cause to believe" that a property you are letting, is occupied by someone who doesn't have the right to rent.

This offence is punishable by a 5 year prison sentence or an unlimited fine, but it is a defence, if, in a reasonable period of time of having cause to be aware of the situation, you have taken reasonable (i.e. legal) steps to end the tenancy.

How to make a check

1. Check which adults will live at your property as their only or main home.
2. See the original documents that allow the tenant to live in the UK.
3. Check that the documents are genuine and belong to the tenant, with the tenant present.
4. Make and keep copies of the documents and record the date you made the check.

Checking documents

When you're with the tenant, you need to check that:

- the documents are originals and belong to the tenant
- the dates for the tenant's right to stay in the UK haven't expired
- the photos on the documents are of the tenant
- the dates of birth are the same in all documents (and are believable)
- the documents aren't too damaged or don't look like they've been changed
- if any names are different on documents, there are supporting documents to show why, e.g. marriage certificate or divorce decree

If the tenant is arranging their tenancy from overseas, you must see their original documents before they start living at the property.

It is important to follow the more detailed guidance about these regulations, and about what checks you must make, on the government's website page, 'Check your tenant's right to rent'.

Ending a tenancy

Usually, where you want to end a tenancy because you believe an occupier does not have the 'right to rent', you will have to use the usual notice and court procedure if you want to end the tenancy (see section, Ending a Tenancy). However, where you have received a written notice from the Home Office or Secretary of State that your tenant/s are disqualified from renting, there is a special, non-court, procedure for getting possession.

Where **all** the tenants in the property are disqualified, once you have received the notice from the Home Office, you can issue a special [eviction notice](#) (giving tenants a 28 day period to leave). The notice you received from the government also has to be attached.

At the end of the notice period you can peaceably re-enter the property. Alternatively a High Court Enforcement officer can be used.

6. DEPOSITS

A deposit is a sum of money held as security against e.g. any damage, unpaid bills or rent arrears that the tenant may be liable for.

Protecting the Deposit

All deposits taken by landlords for Assured Shorthold Tenancies in England and Wales (this covers the vast majority of tenancies) must be protected by a tenancy deposit protection scheme.

The Tenancy Deposit Protection (TDP) regulations apply in their entirety even to deposits paid before the regulations came into force on 6 April 2007, but where the tenancy is renewed after 6 April 2007, or where a new statutory periodic tenancy has started after that date (see Sections – Different Types of Tenancy, Commonly used terms). You need to have complied with the deposit regulations within 30 days of receiving the deposit.

As well as protecting the deposit, the regulations also require you to give the tenant quite detailed 'prescribed information' about how the deposit is protected. The deposit protection companies usually provide material to enable you to do this, but the information has to be given to the tenant by you. It is not sufficient to refer the tenant to the Deposit Protection Scheme's website.

Landlords who do not comply with the requirements of this scheme within 30 days will be liable to pay a financial penalty to the tenant of up to three times the amount of the deposit. If you have failed to comply within the 30 days, it is still very worthwhile complying as soon as possible, as this is likely to affect how much you would be fined if the tenant takes legal action against you.

If you do not comply within 30 days, you are also barred from using the shorthold ground (section 21) for getting the property back until you have returned the deposit in full to the tenant, less any deductions to which the tenant agrees.

For the contact details of the organisations that are authorised to protect deposits, see section 'Useful Contacts.' These organisations will provide details of what you need to do and the detailed information that you need to provide to the tenant.

General

One of the requirements of the deposit regulations is that you make clear what the deposit is intended to cover (e.g. damage, unpaid bills, arrears of rent, etc.) and in any case it is advisable to:

- produce an inventory of the property's contents and condition at the start of the tenancy.
- carry out a joint inspection with the tenant at the end of the tenancy.
- ensure that gas and electric meters are read when a tenant moves in and when they move out.

This should help to minimise any possible disputes over the return of the deposit.

Once you have inspected the property and the tenant has left, you should return what part of the deposit is due as soon as possible (10 days where the TDP regulations apply).

Where there is a disagreement about how much of the deposit should be returned, the TDP schemes offer a free service to help resolve things. Otherwise, disputes may need to be resolved through the County Court but it is much less hassle for both parties to try and resolve things through reasoned negotiation.

7. REQUIREMENT FOR AGENTS TO BELONG TO A REDRESS SCHEME

From 1 October 2014 most Letting Agents and Property Managers are required to be registered with a secretary of state approved redress scheme. This provides both landlords and tenants with a degree of protection against disreputable agents. The approved redress schemes are:

- [The Property Ombudsman Limited](#)
- [Property Redress Scheme](#)

A redress scheme is an independent body who both landlords and tenants can complain to about the service they have received.

Where managers or agents do not comply with the requirement to belong to a redress scheme, the Council can impose a monetary penalty up to £5,000.

Letting agency work does not include work, for example, which is just:

- publishing advertisements or providing information;
- providing a way for landlords or tenants to make direct contact with each other in response to an advertisement or information provided.

Some very informal property management arrangements are also not covered by the scheme, for example, where someone is looking after a property for a relative and not getting paid.

From the landlord's point of view, it is essential that you make sure that any letting agent or property manager that you employ is a member of a Redress Scheme. If they are not, you and your tenant will find it much more difficult to get things put right if you receive a poor service. Also an agent or manager who is not in a scheme is likely to either be disreputable, or know little about the rules and law around private renting.

You can complain to a redress scheme, for example about a manager or agent breaching the law; not doing things efficiently or as promptly as should be expected, or being rude or discourteous.

For a complaint to be upheld the agent or manager's actions must generally have resulted in the complainant suffering a financial loss, or unnecessary aggravation, distress and/or inconvenience. When making a decision, the scheme may for example decide to make the scheme member apologise, give an explanation, put right what went wrong or pay compensation for a loss or costs including for any distress caused.

Client Money Protection Schemes

Also, from 1 April 2019, all property agents holding client money must belong to a government-**approved client money protection scheme**. Being a member of a client money protection scheme should much reduce the risk of you being left out of pocket. If the agent will be holding money for you, you should always check whether they are a member of a scheme. If they are not, please report their details to Private Housing Standards and do not use them (see section 'Useful Contacts').

8. RENT AND TENANCY FEES

This section covers:

- Fair rents, market rents and reasonable rents.
- Increasing the rent.
- Rent arrears.
- Tenancy fees

The rules are different according to the type of tenancy. Check in the section 'Different Types of Tenancy - to see which type applies.

Assured Tenancies (including Assured Shorthold Tenancies)

The landlord can charge any rent in the agreement (verbal or written). The tenant cannot apply for a fair rent, but can, in some circumstances apply to the Rent Assessment Committee.

The agreement (or contract) is the starting point for deciding what the rent is. The terms of the agreement may include some rules about how and when the rent can be increased. If so, you are usually entitled to increase the rent in line with these rules.

If the tenancy is for a fixed period, and does not include any terms allowing for a rent increase, then you cannot put up the rent during the fixed term unless the tenant agrees.

There is also a special procedure which can allow the rent to be increased. This procedure only applies to:

- Statutory periodic assured tenancies (i.e. a tenancy which follows on after the end of a fixed-term assured tenancy).
- Any other periodic assured tenancies, if the terms of the agreement do not already include rules about how the rent can be increased.

Under this procedure, the landlord must serve a special Notice on the tenant, proposing a new rent. This cannot be done in the first year of the tenancy unless a fixed term tenancy has ended and been replaced by a statutory periodic tenancy. It cannot be done more than once a year. The tenant can refer any proposed increase to the Rent Assessment Committee to assess a market rent.

However, there is nothing to prevent the landlord and tenant agreeing a higher rent between them if they wish. It is very advisable that any agreement to vary the rent is put in writing and signed by landlord and tenant.

If a method of rent increase is agreed in the tenancy agreement then this method is binding on the landlord and tenant unless both agree otherwise.

Assured Shorthold Tenancies only

All the above rules which apply to 'Non-shorthold' Assured Tenancies also apply to Assured Shorthold Tenancies. However, with Assured Shorthold Tenancies, the tenant also has extra rights to apply to the Rent Assessment Committee at the start of the original tenancy. The Rent Assessment Committee will fix a market rent for the property, if the rent in the agreement is 'significantly higher' than comparable rents in the same area. This becomes the legal maximum that the landlord can charge from the date stated by the Rent Assessment Committee.

The tenant can only apply for this for a limited time:

- During the original fixed-term tenancy, if the tenancy was granted for a fixed period of time.
- During the first 6 months of the original tenancy, if the tenancy started on or after 28th February 1997.

During the rest of their tenancy, the tenant may still be able to apply to the Rent Assessment Committee if the landlord tries to increase the rent, in the same way as for 'Non-shorthold' Assured Tenancies (see above).

Regulated Tenancies, 1977 Rent Act (before 15th January 1989)

These tenancies are now quite rare.

The landlord can charge any rent in the agreement (verbal or written). However, there may already be a 'fair rent' set on the property by the Valuation Office Agency (VOA), or the tenant can apply to the VOA for a fair rent to be fixed. A fair rent is the maximum amount that a landlord can charge, and is usually a lot lower than the market rent for the property would be. Once a fair rent has been set, it can not be increased for two years. After that a new application can be made to the VOA.

If no fair rent has been set, the landlord can increase the rent by using a special notice. The tenant does not have to agree and can apply to the Rent Officer for a fair rent. The rent can't be increased by any other method.

If the landlord tries to charge a higher rent than the fair rent, or uses the wrong method to put the rent up, this may mean the tenant pays too much rent. If this happens, the tenant will usually have a legal right to be repaid some or all of the overpayment.

Tenancy fees

For tenancies entered into or renewed on or after 1st June 2019, it is unlawful for landlords, or agents to charge tenants (or licencees) most kinds of fee, other than the rent or deposit, with only a few exceptions.

A tenant can only be charged:

- rent
- a refundable tenancy deposit capped at no more than 5 weeks' rent (where the total annual rent is less than £50,000)
- a refundable holding deposit (to reserve a property) capped at no more than 1 week's rent
- payments associated with early termination of the tenancy, when requested by the tenant

- payments capped at £50 (or reasonably incurred costs, if higher) for the variation, assignment or novation of a tenancy
- payments in respect of utilities, communication services, TV licence and Council Tax
- a default fee for late payment of rent and replacement of a lost key/security device giving access to the housing, where required under a tenancy agreement.

All other fees are prohibited, such as charges for referencing, administration, renewing tenancies and credit and immigration checks.

From 1st June 2020 you will not be able to charge prohibited fees regardless of when the occupancy agreement was entered into.

Where you charge a prohibited fee in error, it should be returned to the occupier as soon as possible and in any case within 28 days. You cannot take advantage of the no-fault section 21 possession procedure until you have returned any unlawful fees.

As well as having to return the unlawful fee, any breach of the legislation will usually be a civil offence with a financial penalty of up to £5,000, but if a further breach is committed within 5 years, this will be a criminal offence. The penalty for the criminal offence, is an unlimited fine or a financial penalty of up to £30,000 as an alternative to prosecution.

Rent arrears

It is usually better, for both landlord and tenant, if you raise problems with rent payments sooner rather than later. If the problem appears to be caused by Housing Benefit or Universal Credit complications or delays, see Section 'Benefits,' it is worth considering advising your tenant to go to their local advice centre (see section 'Useful Contacts'). They will be able to give advice on problems with Housing Benefit and will advise the tenant on budgeting and debt. This can be to your advantage because the advice is likely to include prioritising paying the rent.

You should keep the tenant informed about any rent arrears. Keep the rent book updated with the current arrears figure or send regular statements.

The best method of recovering arrears is for you and the tenant to make an arrangement to repay what is owed over a period of time. If you can show efforts to have done this, it may also help your case, if you later make a claim for possession through the Courts, (see section 'Ending a Tenancy').

There is nothing wrong in making the consequences of not paying rent clear to your tenant, including that, unless they take steps to start repaying the arrears, you will be able to take legal action to both get back what they owe, and to make them leave. You can also point out that the cost of this legal action is likely to be recoverable from the tenant. Where the tenant has wilfully not paid rent this can also work against them if they seek help with rehousing from the Council.

However, if attempts to make a tenant pay involve intimidation or interfering with the tenant's right to peace, comfort and privacy, then this may be self-defeating. It may give the tenant grounds to make a counter claim against your claim for arrears. It may also make you vulnerable to complaints of having committed an offence under the Protection from Eviction Act 1977 (see section 'Harassment and Illegal Eviction').

Small claims procedure

If your tenant owes less than £10,000 you can ask the Court to make an order for the tenant to pay you, using the 'small claims procedure'. This is cheaper than using the main Court. It may be possible to make a successful small claim without the need for a hearing and you should be able to follow the procedure without having to pay for a solicitor. There is more advice about making a claim on the government's website www.gov.uk.

You can use this procedure without getting your tenant to leave, which can sometimes make it more likely that you will get back the money you are owed.

Taking possession

Ultimately you can apply to the Court to make your tenant leave on grounds of rent arrears. The section - Ending a Tenancy explains more about this. For Assured Tenancies (including Assured Shortholds) there are three rent arrears 'Grounds' and if the circumstances set out in Ground 8 apply, the Court must make a Possession Order to end the tenancy.

In the case of Assured Shorthold Tenants nearing the end of their contract you can either apply for a Possession Order using section 21 or by using the rent arrears Grounds. Using section 21 is simpler and the Court proceedings are more straight forward, but the Notice period is shorter if you use the rent arrears Grounds (see section 'Ending a Tenancy'). You can leave your options open by giving both a Notice Seeking Possession on rent arrears grounds and a section 21 Notice.

If you use section 21, to get possession, you would need to take a separate legal action (usually using the Small Claims Procedure – see above) to recover the arrears.

9. COUNCIL TAX

Council Tax is a system of taxation for residential properties, administered by the City Council. The Council Tax system is highly complex. Only a brief summary of it is given here.

If you are thinking about renting out a property, consider:

- How much will the Council Tax bill come to?
- Who will have to pay the bill?

How much will the Council Tax bill come to?

The level of the bill depends on a number of factors, including:

- The value of the property.
- The number of people who live there.
- Whether the property is 'exempt'.

Each property is placed into a 'band', depending on its value. These range from Band A for the least expensive properties, to Band H for the most expensive. The higher the band, the higher the Council Tax bill will be.

The bill is normally worked out by assuming that at least two adults live there. If there are fewer adults in the property, the bill can be reduced by up to 50%. While the property is empty (e.g. after a tenant has left, and you are advertising for a new tenant), you will usually only have to pay 50% of the normal bill.

Some properties will be completely 'exempt' from Council Tax, which means that there should be no bill at all. These include properties which are entirely occupied by students.

Who has to pay the Council Tax?

If there is a Council Tax bill for your property, there are detailed rules for deciding who has to pay it. The person who lives in the property is normally responsible for paying the bill, even if they do not own it. This means that if you let out a property to a tenant, the Council Tax bill will generally be sent to the tenant.

However, there are exceptions to this. In some situations the owner of the property will still be responsible for paying the bill, even if they don't live there. The most common situation is where.

- The dwelling was built or adapted to be occupied by more than one household; or
- Each person who lives there is only entitled to occupy part of the dwelling, or only pays rent for part of the dwelling.

These rules become very important if you are considering renting a property to a group of people. They mean that:

- If you rent out a property to a group of people, and give each a separate individual tenancy, then you will probably be responsible for the Council Tax. This is because each of the tenants will only be paying rent for part of the property.
- If you have a group of joint tenants who have all signed the same tenancy agreement for the whole property, it is more likely that the tenants will be billed for the Council Tax. See the section 'Different Types of Tenancy', for more information about joint tenancies.

If it appears that you will be liable for the Council Tax, then allow for this when you are deciding how much rent to charge.

10. HOUSING BENEFIT, UNIVERSAL CREDIT AND COUNCIL TAX BENEFIT

Housing Benefit helps tenants on benefits or low incomes to pay their rent. Council Tax Benefit helps people to pay their Council Tax Bill. The benefit rules are laid down by the Government. Details of how to contact the Benefits Service are included in the section 'Useful Contacts'.

The Housing Benefit and Council Tax Benefit regulations are both complicated. This pack can only give a basic guide. More detailed advice can be obtained from the Council website www.sheffield.gov.uk/benefits. If your tenant is having problems with their Housing Benefit claim (e.g. a delay in receiving benefit, or a shortfall between their benefit and the rent), it is worth encouraging your tenant to get advice.

Sometimes, tenants can get further help with their housing costs through 'Discretionary Housing Payments', (or DHPs). DHPs are not a form of Housing Benefit or Council Tax Benefit, but they are closely connected. Information about them is included in this guide.

Universal Credit

Universal Credit is a new benefit being introduced by the government to replace a range of different benefits, including Housing Benefit, with one single payment. In Sheffield, Universal Credit has already been introduced for some new claimants. However the way the housing costs part of Universal Credit (UC) is calculated, is not substantially different from how Housing Benefit is calculated, and so the help UC claimants receive with their housing costs will be largely be the same as with Housing Benefit described below.

How is Housing Benefit / help with housing costs calculated?

Local Housing Allowance (LHA) is the starting point rent level used to calculate how much Housing Benefit a claimant will be entitled to.

LHA is based upon the number of bedrooms the government say that the claimant and their family need, not the actual number of bedrooms in the property, or the actual rent. The LHA room rates are set by the Rent Service and this rate is the maximum amount of Housing Benefit that can be paid. The actual amount of Housing Benefit that will be awarded will be based on the LHA room rate that applies to the household and their own, personal circumstances such as income and savings.

The amount of rent used when working out Housing Benefit is either the actual rent, or the relevant LHA room rate, whichever is the lower.

The latest information about the LHA rates and how Housing Benefit is calculated, can be found on the Council website or by ringing the Council Benefits Service (see section 'Useful Contacts').

Generally, one bedroom is allowed for

- Every adult couple
- Any other adult aged 16 or over
- Any two children of the same sex aged under 16
- Any two children aged under 10

- Any other child.

The number of bedrooms payable under the LHA scheme is limited to the 4 bedroom rate.

There is a restriction if the claimant is under 35 years old, are single and do not have any dependents or non-dependents, as they can only get the LHA shared accommodation rate.

The exceptions to this restriction are:

- some claimants who qualify for the Severe Disability Premium
- claimants under 22 years old and a care leaver.
- where an extra bedroom is needed for a carer who provides overnight care but who doesn't normally live with the claimant.
- where the claimant has spent at least three months in
 - a homeless hostel or
 - a hostel specialising in rehabilitating and resettling within the community and the claimant has been offered and accepted support services
- where the claimant is managed the Multi Agency Public Protection Arrangements.

The final 2 exemptions will not apply if the claimant is living in shared accommodation.

Who can claim Housing Benefit / help with housing costs?

Most people renting a property can make a claim. If a couple jointly rents their home, only one partner can make a claim for both of them.

However, the benefit rules prevent some kinds of people from claiming. For example, most full-time students are not entitled to Housing Benefit, (although there are some exceptions to this).

There are other situations in which the Benefits Service will not pay any Housing Benefit, even if the claimant meets all the other rules. These include where:

- The claimant is renting from a close relative who lives in the same property.
- The claimant is renting a home from their ex-partner, who used to share that home with the claimant.
- The claimant is now renting a home which they used to own within the last five years.

In addition, the Benefit Service can refuse to pay benefit where they believe that the tenancy has been deliberately set up in order to take advantage of the Housing Benefit scheme.

Many people from abroad are also not able to claim Housing Benefit even though they may be in the country legally.

How do you claim Housing Benefit?

It is important for people to make a claim for Housing Benefit as soon as they think they might be entitled to it. If they delay in making a claim they may lose some benefit. It is only possible to backdate a claim in limited circumstances, if there were good reasons for not claiming earlier.

Where a person isn't claiming other benefits, they can claim on the Council's website www.sheffield.gov.uk/benefits and help can be given in person at Howden House, or at Area Housing Offices. However, people who are claiming other benefits, usually make a claim through Job Centre Plus.

Most claimants will have to supply other documents with the form, such as proof of their identity, wage slips or bank statements. The Benefits Service need to see the original documents, not photocopies. It is not wise to send valuable documents to the Benefits Service in the post.

If a person has been awarded Housing Benefit, they should make sure they keep the Benefits Service informed about any changes in their circumstances, as these may affect their benefit entitlement. If they do not keep the Benefits Service informed, they may be overpaid benefit as a result, and will usually have to pay the overpayment back. They may also be accused of fraud.

How much benefit will be awarded?

The level of benefit can depend on a number of factors, including:

- What other income or benefits the claimant is getting.
- The claimant's savings or capital.
- The size of the claimant's household.
- Whether there are other people living in the property who are not part of the claimant's household.

As a general rule, if the claimant is receiving Income Support or Jobseekers Allowance they should get Housing Benefit to cover their full rent or the LHA rate, whichever is the lowest. This is subject to any 'ineligible charges' (see below). For other people, the more income or savings they have then the less Housing Benefit they receive.

What are 'ineligible charges' for Housing Benefit?

Housing Benefit will not be given for certain kinds of costs. These include:

- Most fuel charges, for heating, lighting, hot water and cooking.
- Water charges.
- Charges for meals.
- Some service charges.

If the charges for these things are included as part of the claimant's rent, the Benefit will be reduced to allow for this.

How are claims dealt with by the Benefits Service?

If someone has made a claim, and supplied all the information which the Benefits Service needs, their claim should be dealt with in 14 days, or as soon as possible after that.

If the claimant has supplied all the necessary information, and the Benefits Service cannot approve the claim within 14 days, they should pay 'Interim Payments' instead. Interim Payments are to help the claimant while waiting for their claim to be processed.

In practice, claims sometimes take longer than 14 days to be processed, especially if the Benefits Service need more information before they can decide how much benefit to award.

How is Housing Benefit / help with housing costs (UC) paid?

Housing Benefit is paid to the claimant and help with housing costs will be part of the Universal Credit single payment if the claimant has moved over to Universal Credit.

However, where

- a claimant is likely to have difficulty paying their rent
- they are more than 8 weeks in arrears with their rent (this can include rent payable in advance)
- they are on Income Support or Job Seekers Allowance and deductions from this benefit are being made to pay off rent arrears,

then it may be possible for Housing Benefit to be paid direct to the landlord.

There are many reasons why a claimant may be regarded as having difficulty in paying their rent; for example they

- may have learning difficulties
- be unable to read or speak English
- be an un-discharged bankrupt
- have severe debt problems
- have an addiction to drugs, alcohol or gambling.

In circumstances like this the Council may be able to pay benefit to the landlord. More information is available on the Council's Benefits webpage or can be requested by ringing the Benefits Service (see section 'Useful contacts').

There are similar rules in place where your tenant is claiming Universal Credit. For more detail about this, look on line for the government guidance, 'Universal Credit Alternative Payment Arrangements.'

Council Tax Benefit

Council Tax Benefit helps people who are on benefits or low incomes to pay their Council Tax bill. Many of the rules are similar to those for LHA and Housing Benefit. The system for claiming it is the same.

In order for someone to qualify for Council Tax Benefit, they have to be liable to pay the Council Tax bill and living in the property which the bill is for.

This means a landlord cannot claim Council Tax Benefit on a property which they are renting out, unless they are actually living there.

How much benefit will be awarded?

Like Housing Benefit, the level of council tax benefit depends on issues like:

- What other income or benefits the claimant gets
- The claimant's savings or capital
- The size of the claimant's household
- Whether there are other people living in the property who are not part of the claimant's household

The maximum level of Council Tax Benefit will usually fully cover the claimant's liability for Council Tax. There is an exception for people who live in properties in the highest Council Tax bands (see section 'Council Tax'), but this will affect very few benefit claimants in Sheffield.

How is the benefit paid?

Council Tax Benefit is almost always paid straight into the claimant's Council Tax account, to reduce their bill. It is only possible for the money to be paid directly to the claimant in very limited circumstances.

DISCRETIONARY HOUSING PAYMENT (DHP)

DHPs are payments which can be paid to people who:

- are entitled to some help with housing costs or Council Tax Benefit.
- need further financial assistance to pay their rent or Council Tax.

Government regulations place some limits on the situations in which a DHP can be paid, and the type of costs which they can cover. In general, though, Councils have discretion to decide:

- whether to pay a DHP.
- how much to pay.
- how long it should last for.

There is no guarantee that anyone who applies for a DHP will be awarded one.

If you have a tenant who is claiming benefit, but is having difficulties with paying the rent, it is worth encouraging them to try to apply for a DHP. Applications forms are available from the Council's DHP Administration Centre (contact details in section 'Useful Contacts')

11. HOUSING STANDARDS AND REPAIRS

The landlord's obligations

The rules in the **Landlord and Tenant Act 1985** mean that usually the landlord is responsible for keeping in repair and proper working order:

- The structure and exterior of the premises.
- Drains, gutters and outside pipes.
- Basins, baths, toilets and pipework.
- Radiators and fires.
- Water heaters, boilers and tanks.
- Water, gas, electricity supply and meters.

This applies to almost all tenancies, even if the tenancy agreement says you are not responsible for these things. You also have to keep to any additional repair obligations in the tenancy agreement.

For tenancies which started before 24 October 1961 or where the tenancy is for a fixed term of over 7 years, it is more complicated. You need to seek separate advice about this.

If you do not keep your obligations the tenant could take you to Court and claim compensation. If the tenant must move out while repairs are done, you may be responsible for meeting any cost of temporary accommodation including removal costs. The tenant could also claim from you, the cost of redecorating after repairs have been done.

There are also repair responsibilities contained within Section 4 of the Defective Premises Act 1972. This places wide-ranging duties on landlords to see that their tenants and their visitors are reasonably safe from injury or damage to their property.

Fitness for Human Habitation

With effect from 20 March 2019, there is a new term implied into tenancy agreements that premises must be reasonably suitable for occupation at the beginning and throughout the tenancy.

This includes consideration, for example, of : repair, freedom from damp, natural lighting, ventilation, water supply, drainage and sanitary conveniences, and freedom from hazards (see below HHSRS).

Where a landlord fails to ensure that the property is fit for habitation, the tenant can apply to the county court for an order requiring the landlord to improve the conditions in the property, and damages for breach of contract.

The tenant's obligations

The tenant must use the property in a responsible way and take proper care of it. If any damage is caused by the tenant's neglect or misbehaviour, this may be a ground for possession and you could claim compensation (See section 'Ending a Tenancy').

Your tenants must let you have reasonable access to the property to carry out repairs. You also have the right to inspect the premises for disrepair. You have to give twenty four hours notice in writing to the tenant to inspect the property, or any longer period required in a tenancy agreement. However you should always try to come to a reasonable agreement with the tenant about how access will be organised. You should also keep in mind your tenant's rights to privacy and to 'Quiet Enjoyment' (see section 'Harassment and Illegal Eviction').

The Council's powers to deal with hazards

Council officers are under a duty to inspect their district for nuisances and to put right serious health and safety hazards. They must investigate allegations of a statutory nuisance from wherever they are made. Frequently, complaints are made by other people than the tenant.

Officers can inspect your property and require you to do necessary repairs or rectify health and safety hazards. You could then receive a Notice under a number of different pieces of legislation but the most important and frequently used is the Housing Act 2004. If a Notice has to be given then the Council may charge for the costs incurred.

The Notice will specify the works required and when they must be done. If the works are not done by the date on the notice, you could be taken to Court. You could be charged for work if the Council has to carry it out instead, together with administration and supervision costs.

If the Council have served an Improvement Notice under the Housing Act 2004 you will not usually be able to give a section 21 notice to your tenant within 6 months of the notice being served (see Section 'Ending a Tenancy').

Housing Health and Safety Rating System (HHSRS)

The Housing Act 2004 requires Local Authorities to use the Housing Health and Safety Rating System when it is assessing the safety of private rented properties

Under this system, a dwelling is rated against a set of 29 hazards. The Council has a **duty** to take action in the case of the most dangerous hazards and **powers** to take action in the case of less serious hazards.

Where a landlord does not take action to deal with serious hazards and health and safety concerns, the Council will usually serve an Improvement Notice requiring the landlord to take action. If you do not comply with such a notice, it is likely that you will face prosecution or a financial penalty of up to £30,000. Where hazards are not put right, both the tenant and the Council can also apply for a Rent Repayment Order requiring the landlord to pay back all the rent received for up to a year.

For more information, please contact Private Rented Standards (See section 'Useful Contacts')

Gas Safety (Installation and Use) Regulations 1998

These regulations were brought in following concern about the high number of deaths from carbon monoxide poisoning caused by faulty gas appliances, particularly in rented accommodation.

Under these regulations landlords have a number of duties including having safety checks carried out on:

- all gas appliances they have supplied.
- their flues.
- the gas pipework in the property.

These checks must be carried out annually and only by a Gas Safe registered installer (see section 'Useful Contacts'). You must keep written records of such checks and provide a copy to all the tenants within 28 days of the check being carried out.

Landlords must also provide a copy of the latest annual gas safety certificate to any new tenant before that new tenant occupies the property. If this requirement is not complied with, then you cannot give your tenant a 'section 21' notice to leave (see section 16 – Ending A Tenancy).

Where a tenant does not have a gas appliance in any rooms they occupy, a copy of the gas safety certificate can be displayed prominently in the premises but a copy must be given to the tenant on request.

Landlords are advised to also keep any other test or servicing records for their gas appliances, and to note that an annual safety check is not the same as a service. Appliances also need regular servicing and maintenance.

Landlords whose tenants are injured or die because of neglected gas appliances could be held liable and face substantial fines or imprisonment.

Electrical Safety Standards

The Electrical Safety Standards in the Private Rented Sector (England) Regulations 2020 require that for all new private tenancies from 1 July 2020, landlords need to ensure that electrical installations are inspected and tested by a qualified person before the tenancy begins. A copy of the report must be given to the tenant and any work required in the report must be carried out. The landlord will then need to ensure that the installation is inspected and tested at least every five years or more often if the most recent safety report requires it.

All tenancies are required to have an electrical safety test before 1 April 2021 with tests at least every five years thereafter.

Lodger arrangements where the tenant shares accommodation or amenities with the landlord or their family are excluded from the requirements.

The regulations replace the existing requirements for HMOs regarding electrical installation testing and inspection.

A 'qualified person' for the purposes of these regulations is a person competent to undertake the inspection and testing required and any further investigative or remedial work in accordance with the electrical safety standards.

Energy Performance Certificates (EPC)

An EPC records how energy efficient a property is and provides A-G ratings. These are similar to the labels provided with domestic appliances such as refrigerators and washing machines.

They are produced using standard methods and assumptions about energy usage so that the energy efficiency of one building can easily be compared with another building of the same type.

A landlord is responsible for ensuring a valid certificate is made available to all prospective tenants.

The EPC and recommendation report must be made available free of charge by a landlord to a prospective tenant at the earliest opportunity and no later than:

- when any written information about the building is provided in response to a request for information received from the prospective tenant; or
- when a viewing is conducted; or
- if neither of those occur, then before signing the tenancy.

An Energy Performance Certificate does not have to be made available if the landlord believes that the prospective tenant is unlikely to have sufficient funds to purchase or rent the property or is not genuinely interested in renting that type of property or the landlord is unlikely to be prepared to rent out the property to the prospective or tenant. An EPC for rented property is valid for ten years.

An EPC must be given free of charge to any person who ultimately becomes a tenant.

The only person who is able to produce an Energy Performance Certificate is an accredited energy assessor (see section 'Useful Contacts').

In March 2019, the regulations were extended so that landlords must ensure that their properties reach at least an Energy Performance Certificate (EPC) rating of E. From 1 April 2020, these requirements will apply to all private rented properties, even where there has been no change in tenancy arrangements.

There is a cap of £3,500 on the amount that a landlord is required to spend.

In some circumstances, a landlord can apply for an exemption for a particular property but the minimum energy efficiency requirement will apply unless the exemption has been evidenced and registered. Further information is available on the government website under: *The Private Rented Property minimum energy efficiency standard – landlord guidance documents*.

The Furniture and Furnishings (Fire) (Safety) Regulations 1988

If the accommodation you let includes the provision of furniture, then there are fire safety regulations which apply. They are especially important with regard to certain fabrics and fillings used in furniture construction. The Regulations apply to all pillows, mattresses, bed bases, settees, armchairs, sofa-beds, futons and cushions.

Settees should have a label fixed under a cushion or stapled to the frame. Mattresses and bed bases, pillows and cushions need to comply with the Regulations but do not need to be labelled. Check with the manufacturers or suppliers that they comply.

Furniture dealers must be able to provide evidence that these regulations are satisfied at the time of sale.

Tenants own furniture is not covered by the Regulations. It is essential that landlords remove furniture left by previous tenants before re-letting, if it does not comply with the regulations. Some landlords make it a condition of the tenancy that tenants do not bring any furniture that does not comply into the property.

Ring Trading Standards, Sheffield City Council, for more information (see section 'Useful Contacts').

12. HOUSES IN MULTIPLE OCCUPATION

What are 'Houses in Multiple Occupation'?

The definition of a House in Multiple Occupation (HMO) is set out in the Housing Act 2004 which is the main bit of legislation setting out the Council's duties in relation to the safety of private rented housing.

The definition is complex but generally speaking, an HMO is a house occupied by at least 3 persons who do not form a single household and where there is a degree of sharing of bathrooms, kitchens, living rooms etc.

A household comprises any tenants who are members of the same family living together including couples (whether they are married or not) and relatives. Where a group of friends share a house, it is therefore likely to be a HMO.

Why are HMOs treated differently to other types of occupation?

The risks of fire, disrepair, poor management and overcrowding are far greater than for a single family house. Therefore, there have to be more regulations to ensure that HMOs are kept clean, in good repair and well-maintained, with proper fire protection and adequate numbers of amenities such as toilets, baths, sinks and cookers and are not overcrowded. In law, these are the landlord's responsibility. The Council has power to make landlords bring their HMOs up to standard and maintain them properly.

Looking after HMOs

If you let a property as an HMO it's your duty to inspect and maintain the 'common parts' (hallways, stairs, shared kitchen, lounge, bathroom, garden, etc.). You have right of access to carry out these duties. You must also maintain gas appliances, electricity supply and fire detection systems and check they are in proper working order.

To carry out this duty you should give reasonable notice to the tenants to gain access. Alternatively, you can arrange with the tenants to get access on a regular routine basis, so long as you do not interfere unreasonably with their 'quiet enjoyment' of the accommodation.

If an HMO is not kept up to standard and managed properly, the Council can serve a notice requiring works to be done, and could prosecute you if the neglect is particularly serious. The Council can also impose financial penalties of up to £30,000 for not keeping an HMO to the proper health and safety standards.

HMO landlords and managers have a very clear 'duty of care' to ensure the fire safety provisions and amenities in their HMOs meet certain minimum standards without a legal Notice having to be served.

If you own or manage a property which you think may be an HMO, it is very important that you get further advice from the Council's Private Housing Standards team (see section 'Useful Contacts').

HMO Licensing

Owners of certain types of HMO must get a license from the Council. This applies to most HMOs with five or more occupants.

If you own a property of this sort, you must apply for a licence from the Council.

If you are in any doubt about whether you need a licence, and for more information about HMO licensing in Sheffield, you should contact the Private Housing Standards now (see section 'Useful Contacts').

There are also a number of useful publications about licensing (see section 'Useful Leaflets')

A license will be granted by the Council once a set of minimum standards for the property have been set out, and once the Council is satisfied that the license holder is a 'fit and proper person,' and that satisfactory management arrangements for the property are in place for the property, including managers having the necessary competence to manage the property properly.

It is important for landlords of licensable HMOs to apply for a license. Failure to do so can result in prosecution, hefty fines, financial penalties of up to £30,000 per offence, and rent and Housing Benefit re-payment orders.

Planning Permission and Building Regulations

You should ensure that you have any necessary planning permission to use a property as an HMO. Consent is required for changes of use of buildings e.g. from factory to living accommodation. Consent may also be needed where shared houses have 6 or more occupiers.

Proposed conversions and extensions will often need both planning consent and Building Regulation approval.

Building Regulations cover various types of work including structural safety, drainage, fire safety and standards for sound or thermal insulation or disabled access. Any alterations involving new walls or windows, including doors, dormer windows, or to create more kitchens or bathrooms need Building Regulations approval. For further details, advice or application forms contact the Council's Building Standards Section (See section 'Useful Contacts').

City Centre, Walkley, Crookes, Broomhill, Broomhall, Hunters Bar and Sharrow

In December 2011, the Council introduced restrictions on changing the use of some premises to that of a House in Multiple Occupation. This applies in the following broad areas: parts of the City Centre, Walkley, Crookes, Nether Edge, Broomhill, Broomhall, Hunters Bar, Sharrow and Ranmoor. This restriction is called an 'Article 4 direction.'

Further information about the exact area of the city covered by these restrictions, and what the restrictions mean, is available from Planning (see section , 'Useful Contacts').

You should not let out a property as an HMO in the area covered by the Article 4 direction, unless it was so let before 10 December 2011, without getting permission from Planning.

Provision of electricity and gas

There are various ways of making the tenants responsible for paying for the gas and electricity they use. You could:

- i) Include a charge for gas and/or electricity in the total rent. You should specify the amounts charged separately for rent, fuel charges, any service charges, etc., which make up the total rent. You would be responsible for paying the bills from the gas and electricity boards. The part of the rent charged for services is not eligible for Housing Benefit (see section 'Housing Benefit and Council Tax Benefit'); or
- ii) Install your own meter. These can be obtained from specialist suppliers and electricians. The gas and electricity boards give guidance about the legal maximum that can be charged per unit of fuel. In this case the tenant pays for fuel by putting money in the meter, you empty the meter and are responsible for paying the account with the gas and electricity boards; or
- iii) Make it a term of the contract for tenants to open accounts in their names with the gas and electricity boards when they move in and get a final reading, and pay the final account when they move out; or
- iv) Ask the gas and electricity boards to install coin/token meters in the house. The fuel board are then responsible for collecting the money from the meters.

Where there is only one electricity or gas meter in a shared house there are often problems over payment. As you are responsible for managing the property you may have to sort out tenants' disputes over fuel charges. You would also be responsible for providing lighting to corridors and other parts of the house used by all the tenants.

Coin slot meters are sometimes broken into. If this happens to a landlord's meter the Police may not be prepared to investigate it as an offence of theft, regarding it as a civil dispute between the landlord and tenant. If the gas and electricity supply is cut off because you have failed to pay the bill (methods (i) and (ii) above) the tenant can ask the City Council to arrange for the supply to be reconnected. The City Council would charge you the cost and if necessary would place a local land charge for it on the property.

Disconnecting the gas or electricity supply could be considered harassment (see section 'Harassment and Illegal Eviction').



13. SNUG AND STUDENT HOUSING

About Snug

Snug is a partnership between the Council, Sheffield Hallam University and Hallam Union and is a scheme of registering, inspecting and advertising student homes in the city.

The Snug badge can only be used if homes meet the required standard of property and tenancy management, and the landlord is deemed "fit and proper". One aspect of assessing management standards is that we consider whether the tenancy agreement template used is fair and reflects the legal rights and obligations of landlords and tenants.

The University and Union, and the Council promote the scheme to students as the best way to make sure their home and landlord is approved.

Why Snug has been developed

We know that the majority of student landlords in the city are professional and responsible and work in full co-operation with us. We think this deserves some recognition, so that students choosing a new home can easily identify landlords that we know take their responsibilities seriously.

How it works

All landlords who wish to advertise through the University's Snug website will need to gain the badge. Properties will not be advertised or promoted until they have received an inspection.

If landlords have a licensable House in Multiple Occupation (HMO) that has been inspected up to two years before their Snug application, the property will be passported into the scheme providing there are no serious works outstanding (see section 'Houses in Multiple Occupation').

For details about the Snug standards, about how to register, and for any further information about how the scheme works, please visit the Private Housing Standards Website (or search 'Snug Sheffield' on the internet) or ring Private Housing Standards or Sheffield Hallam University Accommodation Services (see section 'Useful Contacts').

What it costs

There is an inspection fee of £50 per property for houses of up to 10 bedrooms.

For larger purpose built blocks, there is a fee of £100 up to 10 units, increasing then rising by £100 per 10 bedrooms or part thereof.

To advertise on the website, there will be an annual fee of around £40, with pro rata charges for multiple properties.

14. PRIVATE RENTED SOLUTIONS – FINDING A TENANT

The Private Rented Solutions (PRS) are part of the Housing Solutions service and help people who are homeless or threatened with homelessness to find good quality, affordable accommodation in the private rented sector. They can help you match the right person to your property and find a home for someone who needs it.

Benefits to you

For further information, contact Private Rented Solutions (see section 'Useful Contacts'). The benefits include

- The Private Rented Solutions scheme is free to join.
- There's no commitment until the tenancy agreement has been signed – you aren't expected to keep your property free for PRS tenants.
- PRS support tenants to manage a tenancy and pay their rent.
- PRS tenants are generally looking for sustainable, long term tenancies.
- Free regular support to landlords and the tenant for the length of the tenancy.
- Help to tenants through the housing benefit process.
- Direct Local Housing Allowance (what used to be Housing Benefit) payments to landlords.
- In some circumstances, PRS can offer a deposit guarantee up to the equivalent of one months rent.

How it works

When landlords register with PRS, your details are added to a list of potential landlords. You still have full management of the property, so PRS try to find a tenant that you'll be happy with. If your property is empty, you can rent to anyone whilst you're on the PRS list. You're not tied to renting to PRS customers just because you've joined the scheme.

If a PRS customer is interested in your property, you'll be contacted to arrange a suitable time for a viewing. If the PRS team are successful in finding a suitable tenant for your property they ask for the fixed term to be no less than 12 months.

Whilst the PRS team will work with you to achieve successful tenancies, they cannot remove all the risks and potential problems which can sometimes arise in renting property out.

Property and tenant suitability

PRS customers have varying needs, so they're looking for all sizes and types of properties, in most areas across the city, both furnished and unfurnished.

An inspection is carried out to check if your property is suitable and to tell you if you need to complete any works before you can join the scheme.

If you're not happy with a potential tenant you don't have to accept them. You will receive a 'tenant's questionnaire' which may answer questions you have about the tenant. If you

say why you think they're unsuitable, there will be a better chance of finding a tenant you're more comfortable with.

Housing Benefit / Universal Credit

The PRS team work closely with the benefits service to ensure they have all the information they need to process a claim for Benefit as soon as possible. Housing Benefit or Universal Credit is usually paid directly to tenants and it is then the tenant's responsibility to pay the rent to the landlord. However, where a property is rented through PRS, Housing Benefit will be paid directly to you as landlord.

Supporting Landlords and Tenants

The PRS team offer support to families and individuals to ensure they are settling into their new home and to help address any problems they may have. This maybe the first time a household have rented in the private sector, so the PRS team will ensure they are fully aware of their responsibilities as a tenant,

The team can also offer you advice and guidance about housing and related issues when required, and can guide you to other Council services for specialist advice.

15. Dealing with ANTI-SOCIAL BEHAVIOUR

Some general points

If your tenant's behaviour is causing problems for neighbours or other tenants, then as the landlord of the property, there is an expectation that you will take reasonable steps to deal with these problems. In the most extreme circumstances, the Council has powers to take the property over if you ignore the problems.

If those responsible for the anti-social behaviour live in a licensable House in Multiple Occupation for which you are responsible (see section 'Houses in Multiple Occupation') then the license conditions will require you to take reasonable and practical steps to prevent or minimise anti-social behaviour by the occupiers. If you do not take the steps required, then you will be in breach of the license conditions and this can result in your license being revoked.

Where there is serious and persistent Anti-Social Behaviour or disorder, the Council and South Yorkshire Police can consider applying for a Closure Order which results in the property being closed for up to 3 months. In these cases, the Council would also seek to recover any legal fees incurred.

Anti social behaviour can take many forms and is often difficult to deal with. Different situations will need different solutions. We hope the information below will help by explaining some of your options.

First steps to take

First, it is sensible to find out as much as you can before approaching the tenant, e.g. talk to those affected by the alleged behaviour. In some cases you will be able to deal with the situation by simply making clear to the tenant that their behaviour is causing problems. You should take a balanced, measured approach, based on the evidence available.

These issues need to be handled sensitively, especially as those affected may be worried if they are identified as the source of the complaint.

Most versions of the sorts of standard tenancy agreement that you can buy, will include a clause making clear that the tenant should not behave in such a way as causes annoyance or nuisance to others. It is worth checking this is included before you use the agreement. If such a tenancy condition is included this can be pointed out to the tenant.

If reasoning with the tenant does not help, and there is clear evidence of the problems continuing, you can make your tenant aware that they are in danger of losing their home as a result of their behaviour, because you will then be able to apply to Court for a Possession Order.

You can also point out that if someone loses their home because of anti social behaviour, then this makes it less likely that they would be rehoused by the Council if they then apply as homeless.

Even at an early stage of receiving a complaint of anti social behaviour, it is advisable to keep records of the complaints you receive and to keep any evidence you have of bad behaviour by the tenants. This will help if you have to take the sort of legal action described below. It will also help, if you have kept clear records of having tried to speak to your tenants in a reasonable way, before taking legal action. It is usually advisable to follow up conversations or attempts to contact the tenant, by emailing or writing as well, so that there is a clear record of your attempts to resolve things.

Other Options for Managing Anti-Social Behaviour

Before thinking of applying to the Court for possession, you should consider whether there are any other ways of handling the problems the tenants are causing:

- If there is conflict or disagreement between **neighbours**, the mediation service **Mediation Sheffield** (MESH) can help neighbours work out mutually acceptable solutions (see section 'Useful Contacts').
- Sometimes problems happen because the occupier cannot cope in the accommodation without support. If so, it can help to put them in contact with someone who could provide **support and help**. This sort of help for the occupier can have very positive benefits for you as a landlord. It can help the occupier with practical problems in looking after the property, paying bills and getting Benefits. Also it can encourage a responsible approach from the occupier. Although, this sort of support is not easy to get in the private rented sector, you could ring an Advice Centre (see section 'Useful Contacts') for further advice about tenancy support services in Sheffield. Where a tenant appears to be having severe difficulties coping, perhaps because of mental health problems, or where there are concerns about the young or elderly, it might be appropriate for Social Services to be involved. Social Services can advise further in these sorts of situations (see section 'Useful Contacts').
- Where there is a specific problem for instance with noise, dogs smells or rubbish, you can contact the Council's **Environmental & Regulatory Services**. They can investigate and sometimes take legal action against the people causing it (see Section 17 – Useful Contacts).
- Where the anti social behaviour of a tenant is creating problems in the wider community, and you have been unable to resolve these problems yourself, there may be broader powers which can be used e.g. Criminal Behaviour Orders and Closure Orders. To contact your local anti-social behaviour team (see section 'Useful Contacts').
- There may be some extreme cases, where the tenant is very disruptive or violent. If they might be a danger to others, you can consider asking the Court for an **injunction** against them. An injunction could, for instance, stop the tenant returning to the premises for a period of time or prevent them from behaving in a dangerous or threatening way. To get an injunction you need further legal advice.
- You should inform the **Police** if you think the tenant's behaviour or any of their actions might amount to a criminal offence(s).

Ending the tenancy

If all else fails, you may need to consider taking action to get your tenants to leave.

You can apply to Court for possession (i.e. to end the tenancy) using 'Ground 7A' and 'Ground 14' if there is serious anti-social behaviour from an Assured or Assured Shorthold Tenant (see section 'Ending a Tenancy'). To make use of these 'grounds' during the fixed term of the tenancy (see section 2 - Different Types of Tenancy) the contract must say that the tenancy can be ended for this reason.

Using 'Ground 7A' or 'Ground 14' are additional options to the more usual and straight forward way of ending an Assured Shorthold Tenancy using the 'automatic shorthold ground', 'section 21' (see section 'Ending a Tenancy').

Ground 7A and Ground 14:

The first step in using 'Ground 7A' or 'Ground 14' is to give a 'section 8' Notice Seeking Possession'. Giving this Notice might itself, help deal with the problem by making the tenant aware that their home is at risk if the behaviour continues. Even, before you serve the Notice, it may be worth sending the tenant a final warning letter. In some cases this warning, might be enough to make the tenant change their behaviour but if not, giving a Notice Seeking Possession provides you with another step by which you can escalate your response and put things on a more formal footing.

A 'section 8' 'Notice Seeking Possession' has to contain all the correct legal information but the correct document is easily downloadable for free from the government's Communities website and is available from many stationers.

When you are filling in a Notice Seeking Possession, it is likely that paragraphs 3 and 4 will be the least straight forward.

In paragraph 3 you would need to state in full any of the 'Grounds' which apply. You can find these Grounds at the end of Section 15 of this Pack. In the case of anti-social behaviour, Grounds 7A, 12, and 14 are the most likely to apply but if you think that more Grounds apply, you should state them all. It is likely that you will need to copy or cut and paste the text of these Grounds onto a separate sheet or appendix.

In paragraph 4, you need to provide details of the tenant behaviour that is causing the problem. Again you will probably need a separate sheet. You should describe the behaviour, its affect on others and the approximate dates or time period when the behaviour has taken place. At this stage, you would not need to provide any witness statements or names of the people who have complained.

Applying to Court:

If you do need to take the next step of applying to court to get the tenant to leave, the law recognises that these claims for possession need to be considered urgently and you can to apply to Court for possession as soon as you have served the correct Notice. However, for a Court to grant possession, the judge would have to be satisfied that there was enough evidence against the tenant, and that their behaviour is serious enough, to make it reasonable for them to have to leave their home. Getting this sort of evidence is not straight forward and you may need to get specialist legal advice before beginning any Court action.

You can make the application to Court on line using Possession Claim On-Line Service (PCOL).

'Section 21'

Remember that if the tenancy contract is within two months of ending, or is running on as a periodic tenancy, it might be quicker to use 'section 21' to end the tenancy (see section 'Ending a Tenancy'). However, there is nothing to stop you giving both a Notice Seeking Possession and section 21 Notice as well.

16. ENDING A TENANCY

This Section is about the steps you have to take if you want to get a tenant to leave. Taking a property back and getting a tenant to leave is often referred to as taking possession or ***possession proceedings***.

This pack does not attempt to provide a complete 'do-it-yourself' guide to taking possession proceedings through the Court, but it does aim to make you aware of the different legal options and to help you decide what kind of Notice(s) to serve. If you are in any doubt, you may need to get further legal advice.

Other approaches to tenancy problems.

Where you want a tenant to leave because of the conduct of the tenant, it is still worth giving thought to whether ending the tenancy is the only or best course of action.

In the case of rent arrears, where the tenant has the means to pay, you may have more chance of recovering the amount you are owed by arranging for the arrears to be repaid in instalments with the tenant still in the premises. It is also a good idea to ensure that the tenant has got advice about all the benefits that they may be entitled to (see also section 'Rent' and section 'Housing Benefit and Council Tax Benefit').

Where you have concerns about the more general behaviour of your tenant, for instance 'anti social behaviour,' there are also other options to be aware of (see section 'Anti-Social Behaviour').

General points about getting a tenant to leave

The first and most important point to bear in mind is that if you have a rent paying arrangement with someone, then, generally, ***you can't evict them without a Possession Order from the Court, and then a bailiff's warrant***. This is so even when the end date of a contract or tenancy agreement has been reached, or if the tenant is not paying the rent.

This is because when a contract for a Regulated, Assured or Assured Shorthold Tenancy has ended, then, as long as the tenant is still occupying the property, the ***tenancy runs on as a statutory periodic tenancy*** i.e. a tenancy protected by the law.

One of the main exceptions to this is if you are a resident landlord sharing living accommodation with a tenant. However even a resident landlord must still serve the right Notice before the occupier has to leave (see section 'Different Types of Tenancy').

The steps you will need to take to end a tenancy differ according to what sort of tenancy or license it is. Bear in mind that if the tenancy was entered into on or after 28 February 1997 then it is very likely to be an Assured Shorthold Tenancy.

For most sorts of tenancy or license the main steps to possession are as follows:

- Serving the correct Notice.
- Applying to the Court for possession.
- The Court making a decision (usually at a hearing).
- Applying for a bailiff's warrant.

This may seem daunting, but bear in mind that once you have served a valid Notice, and if the tenant has no defence, there is little incentive for a tenant to wait for you to go through the whole Court process because the tenant would then probably have to pay your Court and legal costs. It may be a good idea to encourage a tenant to seek advice (e.g. from Tenancy Relations – see section ‘Useful Contacts’) once you have served a Notice as:

- a) if the Notice is valid and there is no defence, the tenant will be advised of this. They may then decide to leave without the need for you to apply for a Court Order.
- b) if the adviser feels there is a strong defence, or the Notice is invalid, then you might be alerted to this before you start Court proceedings.

The possession procedures for the three most common types of tenancy are outlined below. You will first need to be clear what sort of tenancy your tenant has (see Section 2 - Different Types of Tenancy.)

Assured Tenancies (non-Shorthold)

Assured Tenancies that are not Assured Shorthold Tenancies can only be ended by getting a Possession Order from the Court on one of the ‘Grounds’ set out in the Housing Act 1988. This is the case even when the end date for a contract or tenancy agreement has been reached. These Grounds are listed at the end of this Section.

The main point of these Grounds is that they apply when the tenant has been at fault by not keeping to the terms and conditions of the tenancy agreement, for instance, three of the grounds are to do with the tenant being in rent arrears.

Some of these grounds are ‘*discretionary*’. This means that the Court will grant possession only if it thinks it is reasonable to do so. The other grounds are ‘*mandatory*’. This means that as long as you show to the Court that the ground applies, the Court must grant you a Possession Order.

Before you apply for a Possession Order, you must generally have served a special kind of Notice Seeking Possession, often called a ‘section 8 Notice’.

Using Grounds (section 8)

A section 8 Notice Seeking Possession is a special form available from legal stationers or easily downloadable for free from the Communities and Local Government website (see section – ‘Useful Contacts’). On the government website, this notice is Assured tenancy form number 3. This form contains a lot of legally required information and needs to be filled in correctly.

This includes

- stating the Grounds for possession which you think apply
- why you think the Grounds apply
- and filling in the required length of Notice.

The minimum length of Notice for Grounds 3, 4, 7B, 8, 10, 11, 12, 13, 14ZA, 14B, 15, and 17 is 2 weeks.

The rent arrears grounds are 8, 10 and 11.

For all the Grounds to do with the tenant being at fault (except Ground 14 and Ground 7A, see below), the minimum period for the Notice Seeking Possession is 2 weeks.

For Grounds 1, 2, 5, 6, 7, 9 and 16 the Notice must give at least 2 months but these Grounds are rarely used.

For Ground 14 (nuisance by the tenant) you can apply to the Court for possession as soon as you have served the NSP.

For Ground 7A the notice period is usually one month, though this can be different in the case of a periodic tenancy.

You can use any of the Grounds after the fixed term tenancy contract has ended. During a fixed term, you can use Grounds 2, 8, 10, 11, 12, 13, 14, 15, or 17 as long as the tenancy agreement says that it can be ended for the reasons given in these grounds.

Applying to Court on Section 8 Grounds

Bear in mind that when you are applying to Court using these Grounds, you will have to prove to the Court that the Grounds apply. In the case of rent arrears this may be as straight forward as showing an up to date statement of rent payments. Grounds e.g. involving damage to the premises or nuisance may be less straight forward so you will need to collect evidence (see section, 'Anti-social behaviour').

You can usually speed up the process by using the Possession Claim On-Line service (PCOL) which is available if you also want to claim rent arrears as well as get the house back.

Assured Shorthold Tenancies Section 21

The vast majority of residential lettings are Assured Shorthold Tenancies. All the above points in relation to Assured Tenancies (non-Shorthold), 'Grounds,' and Notice Seeking Possession, also apply to Assured Shorthold Tenancies. However, where the tenancy is an Assured Shorthold, you can also get possession using the 'no fault' or 'automatic' Shorthold Ground, usually referred to as 'section 21', which requires you to give your tenant at least two months Notice Seeking Possession.

To use 'section 21' you do not have to have a reason such as the tenant failing to pay rent or behaving badly. However, there are some limits on when you can gain possession using this method.

- You cannot give a section 21 Notice if the property is an HMO, or is in a selective licensing area, and should have a local authority license but you have failed to make a valid application (see Section 11 – Houses in Multiple Occupation). More information about selective licensing is on our website www.sheffield.gov.uk/phs.
- You cannot give a section 21 Notice if you have not taken the proper steps to protect any deposit the tenant has paid to you, including having given the tenant all the information you have to give about the tenancy and how the deposit is protected (see section 'Deposits').
- To give notice, you must use a special form produced by the government: Form 6A.
- You must have given the tenant the government's 'How to Rent' information booklet (see section 4 – Information you must give to tenants).

- Where there is a gas supply, you must have given the tenant a copy of the latest gas safety certificate before they moved in, as required by the Gas Safety Regulations (see section 11 – Housing Standards).
- You must have given the tenant a copy of the gas safety certificate which applies at the time you are giving notice.
- You must also have given the tenant an energy performance certificate where one is required (one may not be required for some shared houses).
- For tenancies which are not renewals, notice cannot be given within the first four months of the tenancy beginning.
- For most tenancies the notice will no longer be valid 6 months after the notice was given.
- If the council has served the landlord an improvement notice, you will usually not be able to give a section 21 notice within 6 months of the improvement notice being served.
- In some circumstances where a landlord is served an improvement notice, it may invalidate a section 21 notice which has already been given to the tenant.
- If the tenancy was for a fixed term, you can only make the Court application for possession after the fixed term has ended.

Assured Shorthold Tenancies beginning before 1 October 2015

The Deregulation Act 2015 made important changes to the requirements for section 21 notices, and not all the above requirements apply to tenancies which began before that law came into force and which have not since been renewed.

In particular, the section 21 requirements relating to the 'How to Rent' booklet, gas safety certificates and energy performance certificates do not apply.

Section 8 Grounds or Section 21?

If the tenancy is an Assured Shorthold which is within 2 months of ending or has ended, and it is at least 4 months since the start of the first tenancy, there is no reason why you can not give both a section 8 notice and a section 21 notice, so long as you have complied with all the above requirements. However, although you will generally be able to apply to Court sooner using the section 8 procedure (because the notice period is shorter) you should bear in mind that the Court proceedings may take longer and, even if you have got the notice right and followed the right procedure, it is not as certain that the tenant will be told to leave.

The most common situation where you are the most certain of getting possession using the section 8 procedure is: where you are using Ground 8 (see list of Grounds at the end of this section) i.e. the tenant is in at least two months arrears when you give the notice, and you are reasonably certain both that the tenant will not reduce the arrears to below two months by the time of the Court hearing, and that there is no claim against you that the tenant might be able to make, such as for not protecting the deposit, or not doing repairs.

If you did not give the tenant a copy of the gas safety certificate before they moved in, you may not have any choice but to rely on the section 8 procedure.

Accelerated Possession Procedure

There is a speeded up court possession procedure available to landlords using Section 21. This still involves applying to the Court. However, if you use this procedure and the tenant does not raise a defence, the Court may be able to give you a Possession Order without the need for a court hearing. A leaflet about this procedure is available from the County Court (see section 'Useful Contacts'). You can not use the Accelerated Possession Procedure if there wasn't a written agreement.

Once a Possession Order has been made

If the tenant does not leave the property on the date s/he is required to by the Possession Order, it is important to be aware that you still cannot evict your tenant. Instead you must apply for a 'bailiff's warrant'. This results in the Court Bailiffs enforcing the Order by evicting the tenant and at this point the tenancy legally comes to an end.

Regulated Tenancies

Regulated tenancies are now relatively rare (see section 'Different types of tenancy'). As with Assured Tenancies, you can only get possession from a Regulated tenant by getting a Possession Order from the Court. The court will only give you a Possession Order if you can establish one of the grounds or 'Cases' set out in the Rent Act 1977. Many of these Cases cover situations where your tenant is doing something wrong such as failing to pay rent or breaking another condition of the tenancy agreement. There are 19 different Cases and 2 other grounds.

The grounds or Cases you can use when applying to the Court are outlined in the government booklet 'Regulated Tenancies'. This is available from Private Housing Standards.

Grounds for possession - Assured Shorthold Tenancies and non-shorthold Assured Tenancies

The full texts of the more commonly used grounds are reproduced below. You need to quote the full text or the full meaning of the text in an NSP.

The 'Mandatory' Grounds for Possession are:

Ground 1 - You used to or want to live in the house.

The full text of the ground is:

Not later than the beginning of the tenancy the landlord gave notice in writing to the tenant that possession might be recovered on this ground or the court is of the opinion that it is just and equitable to dispense with the requirement of notice and (in either case)-

- (a) at some time before the beginning of the tenancy, the landlord who is seeking possession or, in the case of joint landlords seeking possession, at least one of them occupied the dwelling-house as his only or principal home; or*
- (b) the landlords who is seeking possession or, in the case of joint landlords seeking possession, at least one of them requires the dwelling-house as his or his spouse' only or principal home and neither the landlord (or, in the case of joint landlords, any one of them) nor any other person who, as landlords, derived title under the landlord who gave the notice mentioned above acquired the reversion on the tenancy for money or money's worth.*

Ground 2 - For use by lenders (building societies and banks)

Unlikely to be of help to private landlords so not quoted here.

Ground 3 - Holiday lets.

The full text is:

The tenancy is a fixed tenancy for a term not exceeding eight months and -

(a) not later than the beginning of the tenancy the landlord gave notice in writing to the tenant that possession might be recovered on the ground: and

(b) at some time within the period of twelve months ending with the beginning of the tenancy, the dwelling-house was occupied under a right to occupy it for a holiday.

Ground 4 - Student lets (for use by universities or colleges)

Unlikely to be helpful to private landlords

Ground 5 - Ministers of Religion

Unlikely to be helpful to private landlords.

Ground 6 - Demolition or reconstruction or substantial works

This may be of use where a landlord is intending to substantially redevelop the property. There are a number of restrictions on when this ground can be used and if you think it might be helpful, you should seek professional legal advice.

The text of this ground is long and complicated and not reproduced here.

Ground 7 - Former tenant has died.

This ground can only be used when the tenant has died and there is no one living there who has a right to succeed to the tenancy.

Ground 7A – Anti-Social Behaviour

The full text of the Ground is:

Any of the following conditions is met.

Condition 1 is that –

- (a) The tenant, or a person residing in or visiting the dwelling-house, has been convicted of a serious offence, and*
- (b) The serious offence –*
 - (i) was committed (wholly or partly) in, or in the locality of, the dwelling-house,*
 - (ii) was committed elsewhere against a person with a right (of whatever description) to reside in, or occupy housing accommodation in the locality of, the dwelling-house, or*
 - (iii) was committed elsewhere against the landlord of the dwelling-house, or a person employed (whether or not by the landlord) in connection with the exercise of the landlord's housing management functions, and directly or indirectly related to or affects those functions*

Condition 2 is that a court has found in relevant proceedings that the tenant, or a person residing in or visiting the dwelling-house, has breached a provision of an injunction under section 1 of the Anti-social Behaviour, Crime and Policing Act 2014, other than a provision requiring a person to participate in a particular activity, and -

- (a) the breach occurred in, or in the locality of, the dwelling-house, or*
- (b) the breach occurred elsewhere and the provision breached was a provision intended to prevent –*
 - (i) conduct that is capable of causing nuisance or annoyance to a person with a right (of whatever description) to reside in, or occupy housing accommodation in the locality of, the dwelling-house, or*
 - (ii) conduct that is capable of causing nuisance or annoyance to the landlord of the dwelling-house, or a person employed (whether or not by the landlord) in connection with the exercise of the landlord's housing management functions, and directly or indirectly related to or affects those functions*

Condition 3 is that the tenant, or a person residing in or visiting the dwelling-house, has been convicted of an offence under section 30 of the Anti-social Behaviour, Crime and Policing Act 2014 consisting of a breach of a provision of a criminal behaviour order prohibiting a person from doing anything described in the order, and the offence involved

–

- (a) a breach that occurred in, or in the locality of, the dwelling-house, or*
- (b) a breach that occurred elsewhere of a provision intended to prevent –*
 - (i) behaviour that causes or is likely to cause harassment, alarm or distress to a person with a right (of whatever description) to reside in, or occupy housing accommodation in the locality of, the dwelling-house, or*
 - (ii) behaviour that is likely to cause harassment, alarm or distress to the landlord of the dwelling-house, or a person employed (whether or not by the landlord) in connection with the exercise of the landlord's housing management functions, and that is directly or indirectly related to or affects those functions*

Condition 4 is that –

- (a) the dwelling-house is or has been subject to a closure order under section 80 of the Anti-social Behaviour, Crime and Policing Act 2014, and*
- (b) access to the dwelling-house has been prohibited (under the closure order or under a closure notice issued under section 76 of that Act) for a continuous period of more than 48 hours.*

Condition 5 is that –

- (a) the tenant, or a person residing in or visiting the dwelling-house, has been convicted of an offence under –*
 - (i) section 80(4) of the Environmental Protection Act 1990 (breach of abatement notice in relation to statutory nuisance), or*
 - (ii) section 82(8) of that Act (breach of court order to abate statutory nuisance etc.), and*
- (b) the nuisance concerned was noise emitted from the dwelling-house which was a statutory nuisance for the purposes of Part 3 of that Act by virtue of section 79(1)(g) of that Act (noise emitted from premises so as to be prejudicial to health or a nuisance)*

Condition 1, 2, 3, 4 or 5 is not met if –

- (a) there is an appeal against the conviction, finding or order concerned which has not been finally determined, abandoned or withdrawn, or*
- (b) the final determination of the appeal results in the conviction, finding or order being overturned*

In this ground –

“relevant proceedings” means proceedings for contempt of court or proceedings under Schedule 2 to the Anti-social Behaviour, Crime and Policing Act 2014;

“serious offence” means an offence which –

- (a) was committed on or after the day on which this ground comes into force*
- (b) is specified, or falls within a description specified, in Schedule 2A to the Housing Act 1985 at the time the offence was committed and at the time the court is considering the matter, and*
- (c) is not an offence that is triable only summarily by virtue of section 22 of the Magistrates’ Courts Act 1980 (either way offences where value involved is small)*

Ground 7B - ‘Right to Rent’ status

The full text of the Ground is:

Both of the following conditions are met in relation to a dwelling-house in England.

Condition 1 is that the Secretary of State has given a notice in writing to the landlord or, in the case of joint landlords, one or more of them which identifies—

(a) the tenant or, in the case of joint tenants, one or more of them, or

(b) one or more other persons aged 18 or over who are occupying the dwelling-house,

as a person or persons disqualified as a result of their immigration status from occupying the dwelling-house under the tenancy.

Condition 2 is that the person or persons named in the notice—

(a) fall within paragraph (a) or (b) of condition 1, and

(b) are disqualified as a result of their immigration status from occupying the dwelling-house under the tenancy.

For the purposes of this ground a person (“P”) is disqualified as a result of their immigration status from occupying the dwelling-house under the tenancy if—

(a) P is not a relevant national, and

(b) P does not have a right to rent in relation to the dwelling-house.

P does not have a right to rent in relation to the dwelling-house if—

(a) P requires leave to enter or remain in the United Kingdom but does not have it, or

(b) P’s leave to enter or remain in the United Kingdom is subject to a condition preventing P from occupying the dwelling-house.

But P is to be treated as having a right to rent in relation to a dwelling-house if the Secretary of State has granted P permission for the purposes of this ground to occupy a dwelling-house under an assured tenancy.

In this ground “relevant national” means—

- (a) a British citizen,
- (b) a national of an EEA State other than the United Kingdom, or
- (c) a national of Switzerland.”

Ground 8 - Rent Arrears

The full text of the Ground is:

Both at the date of the service of the notice under section 8 of this Act relating to the proceedings for possession and at the date of the hearing-

- (a) if rent is payable weekly or fortnightly, at least [eight weeks] rent is unpaid;*
- (b) if rent is payable monthly, at least [two months] rent is unpaid;*
- (c) if rent is payable quarterly, at least one quarter's rent is more than three months in arrears; and*
- (d) if rent is payable yearly, at least three months' rent is more than three months in arrears; and for the purpose of this ground "rent" means rent lawfully due from the tenant.*

The 'Discretionary Grounds' are:

Ground 9 - Suitable Alternative Accommodation

The full text is:

Suitable alternative accommodation is available for the tenant or will be available for him when the order for possession takes effect.

Ground 10 - Rent Arrears

The full text is:

Some rent lawfully due from the tenant-

- (a) is unpaid on the date on which the proceedings for possession are begun;*
- and*
- (b) except where subsection (1)(b) of section 8 of this Act applies, was in arrears at the date of the service of the notice under that section relating to those proceedings.*

Ground 11 - Rent Arrears

The full text is:

Whether or not any rent is in arrears on the date on which proceedings for possession are begun, the tenant has persistently delayed paying rent which has become lawfully due.

Ground 12 - Tenant has broken a term of the Tenancy Agreement

The full text is:

Any obligations of the tenancy (other than one related to the payment of rent) has been broken or not performed.

Ground 13 - Damage to the Premises

The full text is:

The condition of the dwelling house or any of the common parts has deteriorated owing to acts of waste by, or the neglect or default of, the tenant or any other person residing in the dwelling house and, in the case of an act of waste by, or the neglect or default of, a person lodging with the tenant or a sub-tenant of his, the tenant has not taken such steps as he ought reasonably to have taken for the removal of the lodger or sub-tenant. For the purpose of this ground, "common parts" means any part of a building comprising the dwelling house and any other premises which the tenant is entitled under the terms of the tenancy to use in common with the occupiers of other dwelling house in which the landlord has an estate or interest.

Ground 14 - Nuisance

The full text is:

The tenant or a person residing in or visiting the dwelling house-

- (a) has been guilty of conduct causing or likely to cause a nuisance or annoyance to a person residing, visiting or otherwise engaging in a lawful activity in the locality,*
- (aa) has been guilty of conduct causing or likely to cause a nuisance or annoyance to the landlord of the dwelling-house, or a person employed (whether or not by the landlord) in connection with the exercise of the landlord's housing management functions or*
- (b) has been convicted of-*
 - (i) using the dwelling house or allowing it to be used for immoral or illegal purposes,*

or

- (ii) an arrestable offence committed in, or in the locality of, the dwelling house.*

Ground 14A

This ground only applies to Housing Associations.

Ground 14ZA

The tenant or an adult residing in the dwelling-house has been convicted of an indictable offence which took place during, and at the scene of, a riot in the United Kingdom.

In this Ground—

“adult” means a person aged 18 or over;

“indictable offence” does not include an offence that is triable only summarily by virtue of section 22 of the Magistrates’ Courts Act 1980 (either way offences where value involved is small);

“riot” is to be construed in accordance with section 1 of the Public Order Act 1986. that is directly or indirectly related to or affects those functions,”.

Ground 15 - Condition of furniture

The full text is:

The condition of any furniture provided for use under the tenancy has, in the opinion of the court, deteriorated owing to ill-treatment by the tenant or any other person residing in the dwelling house and, in the case of ill-treatment by a person lodging with the tenant or by a sub-tenant of his, the tenant has not taken such steps as he ought reasonably to have taken for the removal of the lodger or sub-tenant.

Ground 16 - Employees of landlord

The full text is:

The dwelling house was let to the tenant in consequence of his employment by the landlord seeking possession or a previous landlord under the tenancy and the tenant has ceased to be in that employment.

Ground 17 - False statements by tenant

The full text is:

The tenant is the person, or one of the persons, to whom the tenancy was granted and the landlord was induced to grant the tenancy by a false statement made knowingly or recklessly by-

- (a) the tenant, or*
- (b) a person acting at the tenant’s instigation.*

17. HARASSMENT AND ILLEGAL EVICTION

'Quiet enjoyment'

All tenants are entitled to 'quiet enjoyment' of their accommodation. This means that you must not interfere with their occupation of the premises and that the tenants are entitled to live in their home in peace, comfort and privacy.

Rights of access

Granting a tenancy means that as a landlord you must give up many of the rights you have to occupy and enter the premises.

The main exception is that the tenant has to let you have access to carry out repairs. Also, you are entitled to have access to inspect for disrepair once you have given 24 hours notice in writing. It is always advisable to make every reasonable effort to come to an agreement with your tenant about access for repairs.

Unlawful eviction

Section 13 explains the proper steps to take to evict your tenant and regain 'possession'.

If you make your tenant leave without following the correct procedure, e.g. by changing the locks or by moving someone else in, you may well be committing a criminal offence of unlawful eviction under the Protection from Eviction Act 1977. The Local Authority prosecutes for these offences. The maximum penalty is:

- An unlimited fine and/or six months imprisonment in the Magistrates Court;

or

- An unlimited fine and/or two years imprisonment in the Crown Court.

Where a tenant is made to leave unlawfully, the Council and the tenant can also apply for a rent repayment order requiring a landlord to pay back all the rent they have received for that tenancy in the year before the tenant was made to leave.

If a tenant is made to leave unlawfully, they are also likely to be able to make a substantial claim for damages through the civil courts.

Harassment

Harassment of occupiers is also a criminal offence under the Protection from Eviction Act 1977. It is punishable as above.

For the purposes of this Act 'harassment' is doing something which you would have reasonable cause to believe would make the occupier leave, or which is intended to make the tenant leave. It is also an offence to do acts which deter a tenant from pursuing their rights or taking legal action.

Examples of harassment include:

- Cutting off the gas/electricity.
- Intimidating or abusive behaviour, including sending threatening texts or emails.
- Entering the premises uninvited (other than to carry out repairs).
- Carrying out repairs in such a way as to cause unnecessary discomfort or inconvenience to the tenant.
- Calling at the property late at night.

Even if a landlord's or agent's behaviour falls short of being a criminal offence, actions which interfere with the tenant's right to Quiet Enjoyment (see above), may give the tenant the right to bring a claim against you for damages through the Civil Courts.

18. USEFUL CONTACTS FOR FURTHER INFORMATION

Advice Guide (Citizen's Advice)	Tel 03444 111 444 Web www.citizensadvice.org.uk	Advice line
Advice Sheffield	Tel 03444 113 111 Web www.advicesheffield.org.uk	Advice to tenants
Anti-social behaviour South Yorkshire Police Snig Hill Sheffield S3 8LY	Tel 101 Web www.southyorks.police.uk/antisocialbehaviour Email enquiries@southyorks.pnn.police.uk	To find out about and report anti-social behaviour and local policing in your area
Benefits (including Housing Benefit) P.O. Box 1310 Sheffield S1 1UY	Tel 0114 273 6777 Web www.sheffield.gov.uk/lha	Enquiries about Housing Benefit and Council Tax Benefit
Building Regulations 2-10 Carbrook Hall Road Sheffield S9 2DB	Tel 0114 273 4168 Email buildingcontrol@sheffield.gov.uk Web www.sheffield.gov.uk/buildingcontrol	Enquiries about Building regulations
Communities and Local Government 3 Marsham Street London SW1P 4DF	Tel 0303 444 0000 Email contactus@communities.gov.uk Web www.communities.gov.uk	Government information, news and publications
Council Tax P.O. Box 1310 Sheffield S1 1UY	Tel 0114 273 6633 Email council.tax@sheffield.gov.uk Web www.sheffield.gov.uk/counciltax	Enquiries about Council Tax issues.

<p>DHP Administration Centre P.O. Box 1283 Town Hall Sheffield S1 1UJ</p>	<p>Tel 0114 273 6983</p> <p>Web www.sheffield.gov.uk/dhp</p> <p>Email DHP-CTS@sheffield.gov.uk</p>	<p>Enquiries about Discretionary Housing Payments</p>
<p>Energy Performance Certificates (EPC)</p>	<p>Web www.gov.uk www.epcregister.com</p>	<p>Information about EPCs.</p> <p>Details of Domestic Energy Assessors who can produce EPCs</p>
<p>Environmental Services Howden House Sheffield S1 2SH</p>	<p>Tel 0114 203 7410</p> <p>Email environmentalservicesadmin@sheffield.gov.uk</p> <p>Web www.sheffield.gov.uk/environmentalhealth</p>	<p>Drainage, pest control</p>
<p>Gas Safe Register PO Box 6804 Basingstoke RG24 4NB</p>	<p>Tel 0800 408 5500</p> <p>Email enquiries@gassaferegister.co.uk</p> <p>Web www.gassaferegister.co.uk</p>	<p>To check if a gas engineer is registered or to find a registered engineer</p>
<p>Health and Safety Executive Foundry House 3 Millsands Riverside Exchange Sheffield S3 8NH</p>	<p>Tel 0300 003 1747</p> <p>Web www.hse.gov.uk</p>	<p>Information about a landlord's responsibility for gas safety</p>
<p>Housing Advice & options Howden House 1 Union Street Sheffield S1 2SH</p>	<p>Tel 0114 273 6306</p> <p>Email housingsolutionsgeneric@sheffield.gov.uk</p> <p>Web www.sheffield.gov.uk/homeless</p>	<p>Information and advice to tenants who may be threatened with homelessness</p>
<p>Law Pack 76-89 Alscot Road London SE1 3AW</p>	<p>Tel 020 7394 4040</p> <p>Web www.lawpack.co.uk</p> <p>(Law Pack documents are also available from WH Smith)</p>	<p>Legal documents, e.g. tenancy agreements and notices</p>
<p>The Law Society</p>	<p>Tel 0207 320 5650</p>	<p>Information</p>

113 Chancery Lane London WC2A 1PL	Web www.lawsociety.org.uk	about how to find a solicitor.
Mediation Sheffield (MESH) Scotia Works Leadmill Road Sheffield S1 4SE	Tel 0114 241 2771 Web www.meshccs.org.uk Email enquiries@meshccs.org.uk	Mediation between neighbours
MyDeposits 1 st Floor Premiere House Elstree Way Borehamwood Herts WD6 1JH	Tel 0333 321 9401 Email info@mydeposits.co.uk Web www.mydeposits.co.uk	Insurance and custodial Tenancy Deposit Schemes
Safeagents Cheltenham Office Park Hatherley Lane Cheltenham GL51 6SH	Tel 01242 581712 Email info@safeagents.co.uk Web www.safeagents.co.uk	Not for profit accreditation scheme for lettings and management agents.
National Residential Landlords Association (NRLA)	Tel 0161 962 0010 Email landlords@nrla.org.uk Web www.landlords.org.uk or www.rla.org.uk	Represents the interests of landlords. Advice and support for landlord members
Nomad 12-14 Burngreave Road Sheffield S3 9DD	Tel 0114 241 2080 Email enquiries@nomadsheffield.co.uk Web www.nomadsheffield.co.uk	Tenancy support
Oyez Stationers 7 Spa Road London SE16 3QQ	Tel 0845 217 7565 Web www.oyezstore.co.uk	Legal documents, e.g. tenancy agreements and notices

Planning Application Enquiries Development Services Howden House 1 Union Street Sheffield S1 2SH	Tel 0114 2039183 Email planningdc@sheffield.gov.uk Web www.sheffield.gov.uk/planning	Enquiries about Planning Permission and HMOs in 'student' areas.
Private Housing Standards Moorfoot Building Sheffield S1 4PL	Tel 0114 273 4680 Email psh@sheffield.gov.uk Web www.sheffield.gov.uk/landlordadvice (for advice about tenancy issues) www.sheffield.gov.uk/home/housing (select one of the options under the heading 'landlords').	Advice on standards for privately rented properties, and HMO licensing
Private Rented Solutions Howden House 1 Union Street Sheffield S1 2SH	Tel 0114 273 5142 Email housingsolutionsgeneric@sheffield.gov.uk Web www.sheffield.gov.uk/homeless	Information about renting to homeless households
Property Redress Scheme Premiere House 1 st Floor Elstree Way Borehamwood WD6 1JH	Tel 0333 321 9418 Email info@theprs.co.uk Web www.theprs.co.uk	Consumer redress scheme for property agents
Sheffield County Court The Law Courts 50 West Bar Sheffield S3 8PH	Tel 0114 281 2400 Email enquiries@sheffield.countycourt.gsi.gov.uk Web www.justice.gov.uk/about/hmcts/	Information and forms for making applications to court
Sheffield & District Landlords Association (SADLA) P.O. Box 3199 Sheffield S11 7W	Tel 07527 947877 Web www.sadla.org.uk	Local association representing the interests of landlords Affiliated to Residential Landlords Association
Sheffield Hallam	Tel 0114 225 5555	Student

University Accommodation Services 38-40 Howard Street Sheffield S1 1WB	Email accommodation@shu.ac.uk Web www.shu.ac.uk	housing Contact for Snug Scheme
Social Services (Adult Social Care) First Point Howden House 1 Union Street Sheffield S1 2SH	Tel 0114 273 4567 (option 5) Email adultsupport@sheffield.gov.uk Web www.sheffield.gov.uk/socialcare	Social care help and support
Tenancy Relations Moorfoot Building Sheffield S1 4PL	Tel 0114 273 4680 Email tro@sheffield.gov.uk Web www.sheffield.gov.uk/tro	Advice to landlords and tenants about their legal rights and duties
The Deposit Protection Service (DPS) The Pavillions Bridgwater Road Bristol BS99 6AA	Tel 0330 303 0030 Web www.depositprotection.com	Tenancy Deposit Scheme
The Property Ombudsman Milford House 43-55 Milford St Salisbury Wiltshire SP1 2BP	Tel 01722 333306 Web www.tpos.co.uk	Consumer redress scheme for property agents
The Tenancy Deposit Scheme (TDS) PO Box 1255 Hemel Hempstead Hertfordshire HP1 9GN	Tel 0300 037 1000 Email deposits@tds.gb.com Web www.tds.gb.com	Tenancy Deposit Scheme

<p>University of Sheffield Accommodation Office Western Bank Sheffield S10 2TG</p>	<p>Tel 0114 222 4488 (option 2) Email accommodationoffice@sheffield.ac.uk Web www.sheffield.ac.uk/accommodation</p>	<p>Student Housing</p>
<p>Valuation Office Agency (formerly Rent Officer Service) Network Support Office Wycliffe House Green Lane Durham DH1 3UW</p>	<p>Tel 03000 501501 Email NSOhelpdesk@voa.gsi.gov.uk Web www.voa.gov.uk</p>	<p>Enquiries about fixing 'Fair Rents', LHA rates</p>