



A Guide to Renting Privately in Bristol



Contents

Introduction	3	6. Energy Performance	10
Section 1: Where to start looking	4	7. Gas and Electrical Safety	10
1. Letting Agencies	4	7.1 Gas Safety	10
2. SAFE Agents	4	7.2. Electrical Safety	11
3. Websites	5	7.3. Payment of gas and electricity	11
4. Newspaper and notices	5	8. Free from Hazards	11
5. Students	5	Section 3: Accepting your property	11
Section 2: The Property	6	1. Tenancy Relations Service	11
1. Viewing the property	6	2. Your Responsibilities	12
2. How to decide if the property is right for me	6	3. Your Landlord's Responsibilities	13
2.1 Affordability	6	Section 4: When you are in your property	13
2.2 Rent	6	1. Repairs	13
2.3 Housing Benefits	6	2. Disabled adaptations	15
2.4 Dual Housing Benefits	7	3. Anti-social behaviour	15
2.5 Universal Credit	7	4. Harassment and illegal eviction	16
2.6 Council Tax Exemptions for Students	7	Section 5: Ending of the tenancy	16
3. Start of the tenancy	8	Section 6: Bristol Housing Register & HomeChoice Bristol	17
3.1 Deposit	8	Section 7: Advice Agencies	18
3.2 Tenancy Agreement	8	1 Citizens Advice Bureau	18
3.3 References	9	2. Shelter	18
3.4 Accredited Properties	9	Section 8: Contact list	18
4. House in Multiple Occupation (HMO) Licenses	10	Section 9: Example of a Shorthold Tenancy Agreement	21
5. Discretionary Licensing	10		

Introduction

Welcome to Bristol City Council's guide for renting a private property. Renting accommodation can be a big commitment and it is important to have some good basic, useful pointers at your disposal before you start.

What is the private rented sector?

The term "private rented sector" means accommodation that is owned and rented out, not by the council or registered providers (called social housing), but by individuals, companies or organisations. Someone who rents their home from a private landlord is called a private tenant.

Why rent a property from a private landlord?

There are many reasons why you may choose to live in the private rented sector. A few of the main ones are listed here:

Choice: there are a wide range of properties in different areas available to you. The private rented sector is expanding, which means there are more and more properties available in a wider range of areas.

Mobility: when renting in this sector you can usually get into and out of a tenancy fairly quickly, which means you can move around more easily should you need to do so.

Lack of social housing: there are a very limited number of properties to rent through the council or registered providers and they might not be the type of property or in the area that you want.

Less Responsibility: when renting most of the responsibility is on the landlord's shoulders. This means that if a pipe bursts and damages the ceilings inside the home, you're not likely to have to pay to replace it.

Section 1: Where to start looking

1. Letting Agencies

Letting agencies are probably the most obvious place to start when searching for rented accommodation. Over the past few years there has been an increase in the number of these operating in the city. Because it is relatively easy to start this type of business, not all agencies will belong to a professional body and, therefore, not all will be subject to any particular regulation. You should not be afraid to ask questions about their history and experience.

Lettings agents market properties and find tenants on behalf of private landlords. Agents should not charge you just to look for a property. If you find a property through an agent, they will often charge a fee - for example one third of a month's rent plus VAT. (It does pay to shop around as some Letting Agents do not charge). This fee may be non-refundable. They will also require a deposit and up to two

months' rent in advance. Bristol City Council cannot recommend individual letting and management agents, but there are professional voluntary associations who regulate some letting agents. For example, Association of Residential Letting Agents (ARLA). These associations have a code of conduct for all member agents and they can give you a list of their members.

2. SAFE Agents

What is SAFE?

SAFE - Safe Agent Fully Endorsed - is a mark denoting firms that protect landlords and tenants money through client money protection schemes.

There are several schemes in the sector operated by ARLA/National Association of Estate Agents (NAEA), National Approved Letting Scheme (NALS) and Royal Institution of Chartered Surveyors (RICS) to which agents voluntarily belong.



The scope of these schemes varies and you should contact your agent for full details of the scheme of which they are a part.

Landlords and tenants often make decisions based on cost but it is important to ensure you ask your agent for details of the organisation they are regulated by and whether or not they are covered by a client money protection scheme. All agents who are part of ARLA/NAEA, the Law Society, NALS and RICS maintain and operate separate designated client accounts where your money is held completely separate from the operating funds of the firm. If the agent you are using cannot provide you with the assurance of knowing they are covered by a client money protection scheme the question you need to ask is why not? Visit www.safeagents.co.uk for more details.

Three of the main associations in Bristol are:

The Association of Residential Letting Agents (www.arla.co.uk)

The National Association of Estate Agents (www.naea.co.uk)

Bristol Association of Letting and Management Agents (www.balma.co.uk)

3. Websites

Sites such as Zoopla (www.zoopla.co.uk), Gumtree (www.bristol.gumtree.com), Rightmove (www.rightmove.co.uk) and Primelocation (www.primelocation.com) are useful resources. These are particularly good if you are looking to rent a single room in a shared house.

4. Newspapers and notices

Local newspapers such as **The Bristol Post**, **Bristol Observer** and **Bristol Property Live** carry advertisements for accommodation. Newsagents and post offices often display notices advertising accommodation.

It is well known that there is a huge demand for rented accommodation in Bristol and for this reason it may be tempting to accept the first vacancy that you find. This, however, may not always be the best thing to do as you could find yourself tied into an agreement that could cost you money should you wish to leave. It is important, therefore, that you try and find out as much as possible about the property and the landlord and/or agent before you move in. It would be a good idea, if possible, to speak with the previous or current occupants. They should be able to tell you of any problems.

5. Students

If you are a student with the University of the West of England or Bristol University go to their Accommodation Office first. All properties on their register are checked for safety and quality. Contact details can be found at the end of this guide.

Students Beware

Home Office statistics state that students are three times more likely to be burgled than any other group in the city. Although burglary incidents have dramatically reduced in Bristol, it is students and other young people in multi-occupancy flats and houses that are particularly vulnerable.



If you move to a new place ask the landlord to fit a new door lock as other people may have keys. Keep all valuables out of sight.

Section 2: The Property

1. Viewing the property

If you chose to rent direct from private landlords through adverts on the internet, newsagents and local papers, ensure when making a viewing appointment, that you:

- take a friend (or tell friends where you are)
- ask questions and make notes about the property
- take a tape measure to ensure that your furniture will fit
- make a note of how many sockets there are, as overloading sockets can cause fires
- check to see what white goods will be supplied
- check to see if the curtain/blinds are included

2. How to decide if the property is right for me

2.1 Affordability

One of the first things to think about is 'Can I afford to pay the rent and bills?' If you are intending to claim Housing Benefit (Local Housing Allowance), make sure you have checked how much benefit you will be entitled to receive before you decide to move in (changing to Universal Credit - see page 7, section 2.5).

2.2 Rent

Unless you are a Protected Tenant (visit www.bristol.gov.uk/tenancyrelations for factsheets about types of tenancies), the landlord decides what rent to charge. Rents vary depending on the type, locality and condition of the accommodation but they are considered to be comparatively high in Bristol. You can always try to negotiate a rent that you can afford before you sign any tenancy agreement. It is a good idea to look at similar properties in the area to compare the rents. This will give you an idea as to whether the rent is reasonable for the area and accommodation offered. It is important to check if your rent includes council tax, water rates, gas and electricity payments. You should also ask what, if any, services are provided by the landlord.

2.3 Housing Benefits

Local Housing Allowance (LHA) is the way of working out the Housing Benefit

entitlement of people who rent from a private landlord.

Local Authorities don't use LHA to work out your Housing Benefit entitlement if:

- You rent your home from the Council or a Registered Providers;
- You have a tenancy that started before 1989; or
- Your home is a caravan, mobile home or houseboat.

LHA rates are the maximum amount of Housing Benefit you could get. We take your household's situation, income and savings into account before deciding how much Housing Benefit will be paid.

The LHA rates are set on a monthly basis by the **Valuation Office Agency**, who are independent of the Council. The LHA rates are different across the country depending which area you live in and are set based on market conditions within that area.

To find out the current LHA rate, go to www.bristol.gov.uk/localhousingallowance

2.4 Dual Housing Benefit

Housing Benefit can only be paid once you are living in the property as your main home. Until then you will have to pay your full rent. If you have to pay rent for a notice period to your previous landlord you can apply for Housing Benefit to be paid on two homes. This is for the notice period (up to four weeks) but you must move into your new address and prove you could not reasonably avoid the liability on both

homes and the landlord does not re-let the property during the period.

2.5 Universal Credit

Universal Credit is a new single payment for people who are looking for work or on a low income. It will simplify the benefits system by bringing together a range of working-age benefits into a single streamlined payment.

It will be launched in 2013 and will replace:

- Income-based Jobseeker's Allowance
- Income-related Employment and Support Allowance
- Income Support
- Child Tax Credits
- Working Tax Credits
- Housing Benefit.

New claimants will be able to make claims from October 2013, while existing claimants will move onto Universal Credit in line with a phased approach, which is expected to be completed by 2017.

2.6 Council Tax Exemption for students

For properties occupied entirely by one or more full-time students (all undertaking a qualifying course at a recognised educational establishment), the term time address may be considered the sole and main residence for the duration of your course, including college/university holidays, and therefore exempt from council tax for this period.

For further advice on Housing Benefit and Council Tax Reduction Scheme telephone 0117 922 2300

3. Start of the tenancy

It is a good idea at the start of the tenancy to make sure that details of the deposit are confirmed in writing. This is commonly included in the tenancy contract, however if the tenancy is verbal, a receipt should be provided.

It is recommended that you make a comprehensive inventory of all items provided in the property, the condition of those items and any defects of the property should be made. It is a good idea to photograph the condition of the property or ask someone to be a witness. All parties should sign the inventory. This will prove to be vital to assist in resolving any disputes at the end of the tenancy.

A clear agreement should be made regarding the payment of bills, whether they should be paid to the landlord, what these bills are for and how much should be paid.

3.1 Deposit

Since 6 April 2007, when you pay a tenancy deposit for an Assured Shorthold Tenancy to a private landlord or letting agent, they must protect your deposit by placing it in one of three government-backed tenancy deposit protection schemes.

The law requires that they must provide you with all the information within 30 days of receiving your deposit. For information on deposits please visit:

www.bristol.gov.uk/tenancyrelations.



3.2 Tenancy Agreement

Tenancy agreements are legal documents. Unless you are very sure of your ground, before you sign any new tenancy agreement, it is best to get advice from one of the following: Citizens' Advice Bureau or Shelter. Contact details can be found at the end of this guide.

Your agreement should clearly state the terms and the type of your tenancy with details of the rent payable, frequency and any other charges, such as utility bills.

You are legally entitled to the landlord's name and address. If you make a written request for your landlord's details to the person collecting or receiving your rent then you must be given your landlord's name and address within 21 days.

If you have a weekly tenancy (not a fixed term or monthly tenure) your landlord must provide you with a rent book or similar document. Your landlord is committing a criminal offence if they fail to do so.

Please visit the Tenancy Relations Team website for fact sheets on types of tenancies:

www.bristol.gov.uk/tenancyrelations

At the end of this handbook is an example of an Assured Shorthold Tenancy agreement. This is now the common form of private tenancy and it is governed by the Housing Acts 1988 and 1996. It is also the automatic form of letting for all new tenancies created since February 1997. There are exceptions where an Assured Shorthold Tenancy cannot exist and one common example is where the landlord resides in the same property.

One of the main features of Assured Shorthold Tenancies is that landlords are able to control how long they will last. In many cases a contract is made which specifies how long the fixed term of the tenancy will be. If the landlord does not wish to continue to rent the property on the expiry of the contract, notice can be served to advise the tenant that possession of the property is required.

It is acceptable in law for an Assured Shorthold Tenancy to be created without a fixed term. If this is agreed, the tenancy is "periodic". This means that the tenancy automatically renews itself in common law on every rent day and continues to do so until one party serves notice on the other to end the arrangement.

Sometimes an Assured Shorthold Tenancy will start with a fixed term contract, but become "periodic" after the last day on the fixed term. This occurs automatically in law where neither party has served notice on the other and no new fixed term contract has been agreed.

DO NOT SIGN THE AGREEMENT UNLESS YOU ARE SURE ABOUT ITS CONTENTS

3.3 References

Most landlords will ask you for a character reference from an employer, college, bank and/or other responsible person or a previous landlord. They may also want a copy of your wage slip. Be honest when giving information as debt history can be traced and your application rejected.

3.4 Accredited Properties

The aim of the Bristol City Council Accommodation Accreditation Scheme is to give recognition to good quality, well managed rental accommodation. Bristol City Council work with private landlords to provide decent homes to rent in the private sector.

Accreditation gives reassurance to tenants that:

- The gas, electrics and fire alarms have been regularly checked
- The property meets both legal requirements and accreditation standards
- Your landlord or agent has signed up to the Code of Good Management Practice

How do I know if I'm living in an accredited property?

If your property is accredited your landlord will have been given a certificate to put up in the property that will let you know how long the accreditation status lasts.

You can contact the Private Housing Service and ask us to check for you. Details are at the end of this guide.

4. House in Multiple Occupation (HMO) Licence (Mandatory)

A licenseable HMO is in most cases a house with three or more storeys and with five or more tenants, in two or more households who share some facilities. In some cases a maisonette in a house or above commercial premises may need a licence if similarly occupied. It is an offence to operate a licenseable HMO without a licence. The licence requires that the property is safe and meets basic occupancy standards, for example, has enough bathrooms.

Why are HMOs licensed?

The Housing Act 2004 requires all larger HMOs to be licensed by the local authority. If a property is licensed it means that it needs to meet certain standards to ensure that it's safe. The person managing the property also needs to follow a code of practice and be a 'fit and proper person', which means that the property should be well managed.

Where a licence has been approved, a copy of the licence must be displayed in the property.

If you think your house requires a licence and your landlord hasn't got one, or if you have any queries about HMO licensing, telephone the HMO Licensing Team on **0117 35 25010** or visit our website at **www.bristol.gov.uk/hmo**

5. Discretionary Licensing

In addition to Mandatory Licensing, Bristol City Council has designated Additional and Selective Licensing schemes in certain areas of Bristol. The purpose of the schemes is to ensure that landlords of **all types of private rented properties** are managing their properties and tenants adequately. Please contact the Licensing Team on **0117 35 25010** or visit our website at **www.bristol.gov.uk/discretionarylicensing** to see if this scheme is operating in your area.

6. Energy Performance

If you rent a whole house or flat, it is a legal requirement for all landlords to provide an Energy Performance Certificate before you move in. All properties are rated from A to G: A being the most efficient. Finding a more energy efficient property could help save you money on your fuel bills.

7. Gas and Electrical Safety

7.1 Gas Safety

Carbon monoxide leaks, from faulty gas appliances, can kill. Your landlord must show you a valid Gas Safety Certificate before you move in. He/she must have an annual check of all appliances in the house, from a registered Gas Engineer. From 1 April 2009 all gas engineers must be registered with the Gas Safe Register (**www.gassaferegister.co.uk**) which has replaced Corgi.

7.2 Electrical Safety

The landlord should ensure that the electrical system is safe and suitable for purpose and appliances that they supply (e.g. cookers, kettles) are safe.

Any repairs should be done before you move in. If these are delayed without explanation after you have moved in, contact the Private Housing Service, on **0117 35 25010** for further advice.

7.3 Payment of gas and electricity

Check how you will pay for gas and electricity. If it is a key meter, this will be more expensive than paying by direct debit. Does the landlord provide token/card meters? (And if so, how are the tokens provided?).

8. Free from hazards

- Avoid problems by visually checking that the properties you view are in reasonable condition before agreeing to rent. Ask the landlord what fire precautions have been provided.
- Apart from gas, electrical and fire safety you should be able to move around your home safely.
- Staircases must be well lit with a firm handrail. There should not be gaps, as small children can slip through.
- Floors must be level to avoid trips or falls.
- Check that there are enough bolts and locks on doors and windows for security. Find out who holds the keys to

the property and whether anyone else will have a key to your room.

- Ensure the kitchen has sufficient storage, preparation and cooking space.
- Make sure any furniture or furnishings comply with fire safety regulations.

Section 3: Accepting your property

As discussed earlier in this guide, when you accept rented accommodation, you are usually given a tenancy agreement. This gives you certain rights as a tenant. It sets down the terms you have agreed with your landlord, including the rent you will pay. Even if you do not have a tenancy agreement, you will still have rights and our Tenancy Relations Service can give you advice.

1. Tenancy Relations Service

The Tenancy Relations Service offers a free and confidential service to help tenants and landlords of privately rented residential property resolve disputes in order to sustain tenancies.

The team also has the responsibility to investigate acts of illegal eviction or harassment of residential occupiers under the Protection from Eviction Act 1977 and where necessary, to take proceedings for offences.

In addition they can give specialist advice on a wide range of landlord and tenant legislation issues. Please see contacts at the end of this guide.

2. Your responsibilities

As a tenant, you have certain responsibilities, most of which should be stated in your tenancy agreement. The list below gives an idea of the main things you need to be aware of. You must:

- Pay your rent and bills when they are due.
- Report repairs to your landlord / agent as soon as possible.
- Not deliberately cause any damage.
- Not carry out any changes or decorate without your landlord's /agent's permission (it's best to get this in writing).

NB If you do cause any damage to the property the landlord /agent is likely to withhold money from your deposit to cover the cost of putting this right.

- You may also be responsible for the maintenance of the garden if you have one, check your tenancy agreement to see whose responsibility this is.
- You are responsible for the behaviour of any guests you have, so you must make sure that they do not breach any of the terms of your tenancy agreement.

To avoid noise and nuisance to neighbours and the local community it is recommended that tenants:

- Monitor the level of sound being emitted from radios, televisions and stereos at all times of the day.
- Place music systems on rubber mats or



carpet to help absorb the sound.

- Avoid placing sound emitting appliances against shared walls.
- Consider the time of day chosen to carry out housework, DIY and gardening.
- Look after pets properly and clean up after them.
- Avoid leaving dogs barking and disturbing neighbours.
- Let neighbours know if you are going to have a party or bonfire
- If going out late ensure that when returning take extra care with car doors and loud voices so not to disturb neighbours
- Make sure if you have children that they play in a way that is considerate to neighbours

Failure to keep to your tenancy agreement may mean that you lose your tenancy and leave your property.

3. Your Landlord's Responsibilities

- Your landlord/agent also has responsibilities, many of which are outlined in the tenancy agreement you both signed. The list below gives you an idea of the main things you need to be aware of:
- Your landlord may have keys to your property but does not have the right to enter at any time. Your landlord has right of regular access to check for any necessary repairs and to do this they need to give you at least 24 hours' written notice. This could be less in an emergency, but your agreement must still be sought before the landlord can enter your property.
- If your landlord / agent enters your home without the proper notice or without agreeing with you beforehand, then this can be considered as harassment which is a criminal offence. If this happens you should get advice from the Tenancy Relations Team, Shelter, or the Citizens Advice Bureau. (Details at the end of this guide).
- They must follow the correct legal procedure if they want you to leave. The correct legal procedure will depend on the type of tenancy you have. If you have an Assured Shorthold Tenancy they must issue you with a 'Notice Seeking Possession' or 'Notice Requiring

Possession'. If you do not surrender your property your landlord will require a Possession Order from County Court. If you're not sure if the correct procedure is being followed you can contact the Tenancy Relations Team, Shelter, or the Citizens Advice Bureau for help. You may also want to get legal advice, the Bristol and Avon Law Centre provide free legal advice, and the Law Society can give you information about other organisations and solicitors in your area that may be able to help. You will often have to pay for legal service, so try to make sure that you have a case before employing a solicitor.

- They must make sure your property meets certain safety standards.
- They should arrange for repairs to be carried out within a reasonable time.

Repairs that present a danger to health and safety should generally be carried out within one to three days. Non-essential repairs might take up to a month.

Section 4: When you are in your property

1. Repairs

Private landlords are required to carry out repairs to their properties within reasonable timescales depending on the seriousness of the problem.

If repairs are needed in the place where you are living there are a number of steps you can take to ensure that your landlord carries them out:

1. Always report the problem to your landlord no matter how small and always give the landlord the opportunity to fix repairs.
2. Follow it up in writing, with a date and keep a copy. It may be important that you can prove your landlord was aware of the problem.

When you report your problem your landlord should tell you who is responsible for the repair, what will be done and how long it will take.

What if the landlord ignores me or takes too long?

Call the council's Private Housing Service **0117 35 25010** or email **private.housing@bristol.gov.uk** as soon as possible. They will tell you whether they can assist you with your specific problem. If they can, the officers will provide advice, talk with the landlord and if necessary take enforcement action.

Please ensure that you have as much detail as possible, for example, where you live, who the landlord/agent is, what the



problem is and your contact details.

What else should I do?

- Gather evidence
- Take and date photographs
- Cost belongings that have been damaged
- Keep copies and notes of any letters or emails about repairs
- If someone is injured or is made ill, go to your doctor or hospital; keep a record of treatment, and how long symptoms last
- Keep receipts of any money you need to spend
- Notify the Private Housing Service of any changes, or if the landlord has done the repairs
- Report threat and harassment to the Private Housing Service.

Can I get compensation for living in bad conditions?

You may be able to get compensation if the problems have affected your enjoyment of the property. However, the council does NOT act on your behalf to obtain compensation. You will have to seek your own legal advice.

What if the landlord tries to evict me because of contacting the council?

There may be a risk with private tenants that the landlord will try to evict you or make life difficult instead of doing repairs.

However in most cases a landlord simply cannot throw you out immediately.

See the section on Harassment and Illegal Eviction (section 4).

Can I stop paying rent because the landlord has not done the repair?

It is important to remember that you don't have the right to withhold rent. If you do the landlord might try to evict you.

It is not recommended. If you do decide stop paying rent, keep the rent money in a separate bank account, this is so you can show in any subsequent legal proceedings your willingness to pay rent and you can pay the rent to the landlord when repairs are complete. We recommend before withholding rent, always obtain specialist legal advice.

Should I do repairs myself?

Only do repairs if you are responsible for the damage and if you are qualified to do so. You should always seek the landlord's permission, but if they are ignoring you contact the council's Private Housing Service first, they have enforcement powers to get landlords to make certain repairs.

2. Disabled Adaptations - Disabled Facilities Grant (DFG)

If you are a private tenant and you or someone living with you has mobility or health problems you may qualify for a disabled facilities grant towards the cost of providing adaptations and facilities to enable you to continue to live in your property.

Landlord permission will be required.

For your first point of contact please telephone the relevant number below:

For adults with a disability:

Bristol Care Direct on 0117 922 2700

For children with a disability:

Disabled Children's Service on 0117 903 8250

3. Anti-social behaviour (ASB)

Anti-social behaviour was defined in The Crime and Disorder Act 1998 as "acting in a manner that caused or was likely to cause, harassment, alarm or distress to one or more persons not of the same household".

Examples include:

- nuisance neighbours
- vandalism
- intimidating groups
- drug and alcohol related issues
- rubbish
- noise

If it is urgent call the Police on **999**, for non-emergencies you can call **101** for advice and to report a crime that has happened. You can also contact our Anti-Social Behaviour team (please see our contact list). Also inform your landlord of the problem as they may be able to use their tenancy conditions to stop the ASB. It is important to keep an accurate record of the ASB, when it occurs, how long it lasts, the details of each incident and how it is

affecting you.

Contact details at the end of this guide.

4. Harassment and Illegal Eviction

If you are being bullied, threatened, harassed or illegally forced to leave your home by the landlord you can take action. There are laws to protect you against these criminal offences.

What is Harassment?

Harassment is any unlawful action taken by a person which is likely to make you want to leave your accommodation.

Harassment can be subtle or direct and can include:

- Changing the locks.
- Cutting off any of the essential utilities, e.g. gas, electricity or water supplies.
- Visiting the property at unsociable hours.
- Interfering with or removing your possessions.
- Racial abuse.
- Other threatening or abusive behaviour.
- Sexual abuse.
- Starting but not finishing disruptive repairs or building work.

What you can do if you are being harassed?

If you think you are being harassed in any way, seek advice immediately. Contact the **Tenancy Relations Service, Citizens' Advice Bureau or a Solicitor.**

Keep details of all events that take place, including dates and times and what was said. Ask your landlord to confirm anything verbal in writing. When you see your landlord, try and have someone with you to act as support and as a witness.

Bristol City Council will take any action it can to stop harassment. If we cannot solve the dispute by speaking with the person responsible for the harassment, we may be able to prosecute them. In some cases, you may be advised to apply to the County Court for an injunction against the person responsible. If successful, this means that the person is bound by law to stop the harassment.

If the person ignores the injunction, the Court can send him or her to prison until they agree to accept the Court's ruling.

In some cases the County Court can award compensation to the person being harassed. A private solicitor can help you with your claim.

Section 5: Ending of the Tenancy

Your tenancy cannot simply run out. It will continue until you or landlord end it. This can happen by:

- Surrendering the tenancy
- You giving a valid notice to leave
- Your landlord following the lawful procedure to end your tenancy

One common problem that causes deductions from deposits is where the tenant has given incorrect or insufficient notice to quit.

Please visit our Tenancy Relations Service (www.bristol.gov.uk/tenancyrelations) for details about ending tenancies.

When the tenancy ends and your possessions have been removed, ideally the property should be inspected and any inventory checked. Certainly an inspection should not be left until after a new tenant has moved in. Take photographs if relevant.

Where the Tenancy Deposit Scheme applies, both landlord and you need to contact the scheme administrator to arrange the refund of the deposit.

You should make sure that the property is left clean and tidy. The fixtures and fittings should also be cleaned, especially items like cookers and fridges. Also all rubbish and possessions should be removed. This should avoid any unnecessary deductions from the deposit. It is a good idea to photograph the condition of the property or ask someone to be a witness.

Take your meter readings and ensure that you have contacted the relevant utilities to cancel your account.

You should also make sure that the rent is paid up to date along with any bills.

Where a tenant leaves having given an invalid notice to quit or without giving notice, the landlord can claim for loss of rent.

Section 6: Bristol Housing Register & HomeChoice Bristol

Bristol City Council and most registered providers working in the area have joined together to develop a combined application form and register of people needing housing in the city. This is known as the Bristol Housing Register. If you are looking for housing to rent in Bristol you will only have to fill out one application form. There is no charge.

Who can apply?

Anyone can apply to be included on the Bristol Housing Register.

You may not be eligible to be considered for housing if:

- a) you are subject to immigration control
- b) you have been found guilty of serious unacceptable behaviour
- c) you are under 16 years of age

How can I apply?

You can access the Housing register form in any of the following ways:

- Complete an online application form
- Phone or write to us and we will send you a paper copy
- Complete an online contact form if you would like a copy sent to you in the post (see contact list for details).

What is HomeChoice Bristol?

HomeChoice Bristol is the name of the scheme that Bristol City Council and partner registered providers within the city

use to allocate their properties.

All properties are advertised and people on the housing register who qualify for that size of property can then express an interest in properties they wish to be considered for. This is called placing a "bid". For more information about HomeChoice Bristol and the bidding process, please visit

www.homechoicebristol.co.uk

and see our contact details at the end of this guide.

Section 7: Advice Agencies

1. Citizens Advice Bureau (CAB)

Bristol Citizens Advice Bureau is an independent charity that provides free, confidential, impartial advice and information on a range of issues. CAB can help with most everyday problems including benefits, debt, housing, employment and immigration.

Bristol CAB will work with you, council departments and advice agencies to overcome many of the issues that cause problems in the maintenance of a tenancy while informing you of your rights and responsibilities.

In partnership with Bristol City Council, Bristol CAB is funding a project called the Good Tenants Scheme which aims to help you maintain your housing long-term and prevent homelessness. The project has links with, and can refer you to, other sources of help and legal advice. A regular drop in service is maintained with an emergency email contact for the public.

Additional facilities provided

- Interpretation Service

Contact details at the end of this handbook.

2. Shelter

Shelter is a charity that works to alleviate the distress caused by homelessness and bad housing.

They do this by giving advice, information and advocacy to people in housing need, and by campaigning for lasting political change to end the housing crisis for good.

Help and advice

Shelter provides free, confidential advice to people with all kinds of housing problems through their online housing information and their face to face local services.

Contact details at the end of this guide.

Section 8: Contact List:

Anti-social Behaviour Team

P O Box 595

Bristol BS99 2BR

(this is not a drop in centre, please ring for an appointment)

Email: asb@bristol.gov.uk

Tel: 0117 9222 500 (options 3)

Fax: 0117 352 5287

Web: www.bristol.gov.uk

Association of Residential Letting Agents (ARLA)

Arbon House
6 Tournament Court
Edgehill Drive
Warwick
Warwickshire CV34 6LG

Tel: 0845 250 6001
Web: www.orla.co.uk

Bristol & Avon Law Centre

2 Moon Street
Stokes Croft
Bristol BS2 8QE

Email: mail@abl.org.uk
Tel: 0117 9248020
Fax : 0117 9248020
Mini com: 0117 9245573
Web: www.avonandbristolawcentre.org.uk

Bristol Housing Register

Rehousing Services (AC)
PO Box 595
Bristol BS99 2AW

Tel: 0117 922 2400
Web: www.bristol.gov.uk
www.homechoicebristol.co.uk

In Person:

Opening Hours:
General Enquiries phone line
Monday - Friday: 8.30am - 6pm

Phoenix Court Customer Service Point

Bond Street South
Bristol BS1 3PH

Southmead Customer Service Point

Southmead House
Greystoke Avenue
Southmead
Bristol BS10 6BQ

Fishponds Customer Service Point

Robinson House
Hockeys Lane
Fishponds
Bristol
BS16 3HL

Hartcliffe Customer Service Point

Symes House
Peterson Square
Hartcliffe
Bristol
BS13 0BD

Ridingleaze Customer Service Point

Ridingleaze House
Ridingleaze
Lawrence Weston BS11 0QE

Bristol Law Society

The Law Library
The Law Courts
Small Street
Bristol BS1 1DA

Tel: 0117 976 3087
Email: info@bristollawsociety.com

Bristol University

Accommodation Office
The Hawthorns
Woodlands Road
Clifton
Bristol BS8 1UQ

Tel: 0117 95 46640
Fax: 0117 33 10547
Email: accom-office@bristol.ac.uk

Citizens Advice Bureau

Bristol Advice Point
1 Quay Street,
Bristol
BS1 2JL

Monday-Friday 9.30-1pm

Drop-in Assessment,

Monday-Thursday 9.30-4.30pm

Self-help information service,

Friday

Information Service 9.30-1pm

Tel: 0844 4994718

Monday-Friday, 10am to 1pm

**Email: housingemergency
@bristolcab.org.uk**

Referral from another agency

Web: www.citizensadvice.org.uk

National Association of Estate Agents

Arbon House
6 Tournament Court
Edgehill Drive
Warwick
Warwickshire CV34 6LG

Tel: 0845 250 6001

Web: www.naea.co.uk

Private Housing Service

Box 595 (AC)
PHAS
Bristol
BS99 2AW

Email: private.housing@bristol.gov.uk

Tel: 0117 35 25010

Text phone: 0117 35 25022

**Web: www.bristol.gov.uk/page/
private-housing**

Shelter

34 Portland Square
St Pauls
Bristol BS2 8RG

Tel: 0344 515 1414

Contact Shelter's free housing advice
helpline on **0808 800 4444**

(calls are free from UK landlines and main
mobile networks).

Web: www.england.shelter.org.uk

Tenancy Relations Service

PO Box 595 , -This is not a drop in centre,
please ring for an appointment.

Amelia Court
Bristol
BS99 2BR

Email: tenancy.relations@bristol.gov.uk

Tel: 0117 352 1600

Fax: 0117 352 5369

**Web: www.bristol.gov.uk/page/
tenancy-relations-service**

University of the West of England

Accommodation Services
University of the West of England
1D11 (main reception),
Frenchay Campus
Coldharbour Lane
Bristol, BS16 1QY

E-mail: accommodation@uwe.ac.uk

Tel: 0117 32 83601

Fax: 0117 32 82285

Section 9: Below is an example of a Tenancy Agreement for an Assured Shorthold tenancy.

SAMPLE TENANCY AGREEMENT

1. Parties

The parties to this agreement are _____, hereinafter called "landlord," and _____, hereinafter called "tenant." If landlord is the agent of the owner of said property, the owner's name and address is:

2. Property

Landlord hereby lets the following property to tenant for the term of this agreement: (a) the real property known as:

And (b) the following furniture and appliances on said property:

3. Term

This agreement shall run from month-to-month, beginning on: _____

4. Rent

The monthly rental for said property shall be £_____, due and payable by the _____ day of each month.

5. Utilities

Landlord agrees to furnish the following services and/or utilities: () electricity, () gas,

6. Deposits

Tenant will pay the following deposits and/or fees: _____

To _____

This amount will be refunded within three weeks following the termination of the tenancy; unpaid rent, charges for damages beyond normal wear and tear, and costs for reasonable cleaning may be deducted.

In addition, it is agreed:

- 7.** Tenant shall not lease, sublease or assign the premises without the prior written consent of the landlord (but this consent shall not be withheld unreasonably).
- 8.** Landlord may enter the premises at reasonable times for the purpose of inspection, maintenance or repair, and to show the premises to buyers or prospective tenants. In all instances, except those of emergency or abandonment, the landlord shall give tenant reasonable notice (at least one day) prior to such an entry.
- 9.** Tenant agrees to occupy the premises and shall keep the same in good condition, reasonable wear and tear excepted, and shall not make any alterations thereon without the written consent of the landlord.
- 10.** Landlord agrees to maintain regularly the building and grounds in a clean, orderly and neat manner. Landlord further agrees upon notice by Tenant to complete within a reasonable time all necessary repairs, including those of appliances and utilities, which are furnished with the premises.
- 11.** Tenant agrees not to use the premises in such a manner as to disturb the peace and quiet of other tenants in the building. Tenant further agrees not to maintain a public nuisance, conduct business or commercial activities, or cause antisocial behaviour in the vicinity of the property.
- 12.** Tenant shall, upon termination of this agreement, vacated and return dwelling in the same condition that it was received, less reasonable wear and tear, and other damages beyond the Tenant's control.
- 13.** In a dispute between landlord and tenant which gives rise to any action in court, the losing party will pay the court costs and reasonable solicitor's fees of the successful party.
- 14.** Additional terms: _____

We, the undersigned, agree to this Tenancy Agreement:

Landlord:

Signature

Date

If English is not your first language and you need a translation, we can get one for you.

ALBANIAN

Nëse anglishtja nuk është gjuha juaj amtare dhe keni nevojë për një përkthim, ne mund t'ua sigurojmë atë.

BENGALI

ইংরেজী আপনার মাতৃভাষা না হলে এবং আপনার কোন অনুবাদের প্রয়োজন হলে আমরা তা প্রদান করতে সক্ষম।

CHINESE

如果英文不是您的第一語言，而您需要翻譯的話，我們可以為您安排。

GUJARATI

જો તમારી પહેલી ભાષા અંગ્રેજી ન હોય અને તમને ભાષાંતરની જરૂર હોય તો અમે તમને તે આપી શકીએ છીએ.

HINDI

यदि अँग्रेज़ी आप की पहली भाषा नहीं है और आप को अनुवाद की आवश्यकता है तो यह हम आपको प्रदान कर सकते हैं

KURDISH

Heke îngilîzî zimanê we yê yekem nîne û pêwîstîya we bi wergêr heye, em dikarin yekî ji we re bibînin

POLISH

Jeżeli język angielski nie jest Twoim językiem ojczystym i wymagasz tłumaczenia, możemy to zapewnić.

PORTUGUESE

Se o Inglês não é a sua língua materna e precisa de uma tradução, nós podemos obtê-la.

PUNJABI

ਜੇਕਰ ਇੰਗਲਿਸ਼ ਤੁਹਾਡੀ ਪਹਿਲੀ ਭਾਸ਼ਾ ਨਹੀਂ ਅਤੇ ਤੁਹਾਨੂੰ ਦੁਭਾਸ਼ੀਏ ਦੀ ਜ਼ਰੂਰਤ ਹੈ ਤਾਂ ਤੁਹਾਡੇ ਲਈ ਅਸੀਂ ਇਸਦਾ ਪ੍ਰਬੰਧ ਕਰ ਸਕਦੇ ਹਾਂ।

SOMALI

Haddii Ingiriisku aanu ahayn afkaaga kowaad oo aad u baahan tahay turjumaad, annagaa kuu samayn karra.

URDU

اگر انگریزی آپ کی پہلی زبان نہیں ہے اور آپ کو ترجمہ کی ضرورت ہے تو ہم آپ کے لئے فراہم کر سکتے ہیں۔

VIETNAMESE

Nếu quý vị không thạo Anh văn và cần bản dịch, chúng tôi sẽ giúp quý vị một bản.

If you would like this information in a different format, for example, audio tape, large print or computer disk, or in community languages, please contact 0117 353 3866