

Safer Renting's

How to Rent ...and not get scammed

Our 'at-a-glance' Checklist

Six things you need to know to keep yourself safe

This checklist explains the top six things you need to know to avoid the most common scams by landlords who try to deny you your basic tenancy rights.

Private rented tenants in Wales or Scotland should check regional laws which may be different.

Safer Renting provides free specialist advice, support and advocacy for tenants of criminal landlords. To learn more about us:

Contact: SaferRenting@ch1889.org

Visit: www.ch1889.org/safer-renting



1 Addington Square, London SE5 0HF
Charity number 265103 - Company number 105006
www.ch1889.org

One

No written agreement, 'sham agreement', paying cash-in-hand but no receipts?

Landlords often want you to believe you are not a tenant by either refusing to give you a written tenancy agreement or by giving you a 'Lodger Agreement' or a 'Holiday Let'.

But you will likely be a tenant, unless your landlord (or a family member) lives in the property and share facilities with you from the outset (or if they move out for a significant period), even if you signed an agreement that says 'Lodger Agreement' - the law will look at the actual arrangements, not the name of the document.

You can defend your rights to be treated as a tenant if you have proof you have been living there – for example, if you were registered at the address with a bank, GP, school and/or registered to vote or paid council tax for the address. These help to prove you have a tenancy and have tenant's basic rights, even if you have no written agreement or you accepted a 'Sham' agreement.

What you can do:

- Ask for a signed tenancy agreement which sets out who is the landlord, who is the tenant, the type of tenancy and the basic terms (including start date, what rooms and facilities are included, amount of rent, and any deposit paid).
- Insist either on paying your rent by bank transfer or requiring receipts for any cash payments – this can even be by text message provided you keep the history.

- If your landlord tells you, you are not a tenant, but you think you are, get advice.

Two

Your landlord claims they are not responsible for repairing the structure of the property.

Your landlord is legally responsible for repairs including gas, water, electrical appliances, and problems that affect your safety and security.

Your landlord is not allowed to ignore the need for repairs or to ask you to do them (though they may recharge you if you caused the damage), even if you signed an agreement that says you are responsible for repairs.

Your landlord is also not allowed to ask you to leave because you asked them to repair your home. To protect yourself in this situation, be sure to follow these steps:

What you can do:

- Tell your landlord they are responsible for all structural repairs under Section 11 of the **Landlord and Tenant Act 1985**.
- Notify the landlord **in writing** of the repair that is needed.
- If you have put your request for repairs in writing but the landlord has refused, it is important to contact your local council private sector housing team who may be able to protect you from any retaliation by the landlord.

Three

Your landlord is not legally allowed to harass you or force you out without a court order against you.

Many landlords ignore their legal duties when they want to seek possession.

They must:

- Apply to the court for an Order for Possession; or
- Apply for a court bailiff to enforce an order.

They must not claim you are a lodger who is not entitled to the legal protections of a tenant.

If the landlord has not complied with some key legal obligations, the court might not grant an order against you: you have the right to defend your right to remain in your property in court.

What you can do:

- Unless you are genuinely only a lodger (i.e., your landlord or their family has always lived with you and shares facilities), tell your landlord they need a court order and that you do not have to leave unless or until they do.
- Get advice on how you might be able to defend your tenancy.
- Call the police if Landlord uses force - you do not have to leave at the end of the notice period.

Four

Your landlord is not allowed to come into your accommodation without your permission (except in emergency e.g., fire).

Landlords sometimes go into their tenant's property either without agreement or without giving reasonable notice (usually at least 24 hours' notice is required, and you can suggest another time if the proposed timing isn't convenient).

You have a right of privacy and control over your property provided you allow the landlord to carry out their duties— for example, to keep it in good repair. If your rights are not respected, it may be a deliberate attempt to make you move out.

What you can do:

- If your landlord enters the property which you occupy exclusively (i.e., you do not share it with another household) with a copy of your key, you may change the lock - provided you do not damage the door in the process. If the landlord objects, get advice immediately.
- Ask the landlord to get your consent to visit and enter the property beforehand; if they refuse or repeatedly intrude, get advice as in some circumstances this might be criminal harassment.

Five

Your landlord must put any deposit you have paid into an independent Deposit Protection Scheme' in your name. You will have been sent the information directly by the scheme being used and a 'certificate' in your name – if you didn't get this, the landlord probably hasn't protected it.

Landlords sometimes hold on to your deposit money so they have the benefit of free cash; if the landlord is later declared bankrupt, you would lose money which is lawfully yours.

The landlord may even want to deny you paid a deposit at all.

When it is time to reclaim your deposit at the end of your tenancy, a deposit protection scheme will help sort out any dispute you have with your landlord about money that should be paid to the landlord – for example to cover any damage you have caused.

Without the Deposit Protection Scheme there is nobody to protect your interests unless you take costly court action.

What you can do:

- Check the landlord has put your deposit in one of 3 independent Deposit Protection Schemes (check the website <https://www.tenancydepositscheme.com/> within 30 days of you paying it). You will know they have done that because the scheme will send you a certificate and standard documents.
- Get advice, if you don't receive your certificate with standard documents from any of the 3 schemes.

Six

Never withhold your rent – even if your landlord is in the wrong

If you have a dispute - get advice. If you withhold rent for any reason, there is a risk you may lose your home.

Protect your legal rights

For more information:

- Contact: SaferRenting@ch1889.org
We provide free, independent advice to help you:
 - Stop your landlord harassing you
 - Stop your landlord evicting you
 - Get compensation
 - Look for another home if you choose to.
- Visit: www.ch1889.org/safer-renting
- Visit: <https://england.shelter.org.uk/>
- To check if your landlord is known for breaking the law and/or to report your landlord, visit: <https://www.london.gov.uk/rogue-landlord-checker> .
- To check whether your landlord should have a licence to rent out your home, call your local council's private rented enforcement team and/or visit: <https://www.londonpropertylicensing.co.uk/>

