



## Contract / Tenancy Checklist

|  | ✓ |
|--|---|
| Have you been asked to pay a holding deposit (maximum 1 weeks rent)?   |   |
| If yes, have you been given the terms and conditions of this payment in writing?   |   |
| Have you received a draft copy of the contract before the payment of the holding deposit is due?                                     |   |
| Does the front page of the contract contain information about getting advice prior to signing?                                       |   |
| Does the contract state the full name and address of the landlord?   |   |
| Does the property address match the address you viewed?  |   |
| What type of contract is it – Assured Periodic Tenancy or Licence / Lodgers agreement?   |   |
| Is the start of the contract listed (check the start dates matches your needs)?  |   |
| How much is the rent – can you afford this?  |   |
| How is the rent paid (weekly/monthly/termly)?<br>NB: monthly rents are calculated by weekly rent x 52 weeks ÷ 12 months              |   |
| What does the rent include (some or all of the utility bills etc or none)?   |   |
| How much is the deposit?   |   |
| Which Tenancy Deposit Scheme will protect the deposit?   |   |
| Does the landlord require a UK based guarantor?  |   |
| Does the landlord require any references, if so from whom?   |   |
| Did you agree any repairs, re-decoration or additional furniture with the landlord / agent?<br>(Ensure this is confirmed in writing) |   |
| Have you received a copy of the 'How to Rent' booklet?   |   |
| Have you had your contract checked by Housing Services?  |   |
| <p><b>Please refer to our Written Statement of Key Terms check list</b></p> <p><b>Notes:</b></p>                                     |   |

## Contract Checking Glossary

| Term                            | Meaning   |
|---------------------------------|---|
| Additional Occupier             | A person that is not a tenant but has permission to stay in the property  |
| Arrears                         | Rent that is owed   |
| Assign                          | To transfer your tenancy to someone else  |
| Assured Shorthold Tenancy (AST) | The most common form of tenancy is an AST. It grants the tenant exclusive occupation and landlord requires a court order to end it within a fixed term  |
| Break Clause                    | Allows both the tenant and landlord to give notice to end the tenancy early. Conditions for exercising the break clause should be the same for the landlord and tenant  |
| Data Protection                 | This relates to the laws in place to control and safeguard the way your personal information is used by organisations   |
| Fixtures and fittings           | Fixtures are items which are attached to the property, such as a boiler; fittings are items which are free standing or hung by a nail or hook such as a painting.   |
| Inventory                       | A written record of highlighting its condition, listing the items within it and their condition. It will normally include pictures  |
| Joint and several liability     | Where you have a joint tenancy agreement, each tenant will be jointly and individually liable for paying rent as well as carrying out all the obligations in the tenancy agreement. You will all be equally liable. |
| Landlord obligation             | What the landlord is required to do   |
| Licence to occupy (licence)     | A licence is personal permission for someone to occupy accommodation. It allows no-exclusive occupation, typically on a short-term basis  |
| Quiet enjoyment                 | A tenant's right not to have the landlord or the landlord's agents interfere with their tenancy. For example, by not giving reasonable notice before visiting the property  |
| Schedule of Condition           | A record of the condition of the property at a particular date (usually) at the beginning of a tenancy)   |
| Special conditions              | There are individually negotiated terms between you and your landlord or agent. For example, a break clause or provision of furniture   |
| Statutory notice                | A minimum amount of notice required by law  |
| Statutory rights                | Rights you are legally entitled to because of an existing law   |
| Sublet                          | Renting all or part of a property that you are renting from someone else  |
| Surrender                       | A voluntary agreement between landlord and tenant to end a tenancy  |
| Tenant obligation               | What the tenant is required to do   |
| Tenant like manner              | Looking after the property and treating it like it was your own. For example, by carrying out small jobs such as changing light bulbs   |
| Unfair terms                    | A term in the contract which creates a significant imbalance the landlord and tenants' rights and obligations under the tenancy. Such a term will be in breach of consumer regulations                              |
| Uninhabitable                   | Not suitable for an occupier to live in. Determining that a property is uninhabitable can be difficult. Seek advice if you are concerned about the condition of you home  |
| Utilities                       | Essential services such as gas, water and electricity   |
| Vacant possession               | Leaving the property unoccupied and free of your belongings   |
| Void                            | Not binding on the parties under the agreement  |