



RBC Housing Charter for Private Rented Sector Housing

Information related to improving housing standards for landlords and tenants

Our officers will offer advice and support, carry out property inspections and if necessary, enforce housing legislation to remedy any found hazard(s) to an acceptable level.

For further discussion you can contact the council's Environmental Health 01788 533 533 or email ept@rugby.gov.uk

- The [Tenant Fees Act](#) came into force on 1 June 2019. The Act permits letting agents and landlords to only charge fees relating to rent, security deposits and holding deposits.
- Consider how long you would want your tenancy for? Tenancy agreements can be a length of time from 6 months to 7 years and agreed with your landlord.
- Consider how much rent [you can afford to pay alongside bills and other outgoings](#): 35% of your take-home pay is the most that many people can afford, but this depends on what your other outgoings are (for example, whether you have children). Consider the area you would like to live in, some areas cost more and sought after and can be more expensive.
- If you are entitled to Housing Benefit or Universal Credit you may get help with all or part of your rent. If you are renting from a private landlord, you will receive up to the Local Housing Allowance (LHA) rate to cover or help with the cost of rent. Check with this [online calculator](#) or alternatively use [Turn to Us](#). You should consider advice about [managing rent payments on Universal Credit](#). It is [not illegal](#) for a landlord to refuse to rent to a person who is on benefits, however, there is a risk that this will result in indirect discrimination under the Equality Act 2010, for which landlords and agents may be liable to compensation claims.

- Do you have the right to rent property in the UK? Since 2016 Landlords must now check that all persons aged 18 and over living in their property have the right to rent. They will need copies of [your documents](#). Landlords and agents will require you to confirm your identity, [immigration status](#), credit history and possibly employment status.
- Will you need a rent guarantor? Some landlords might ask someone to [guarantee your rent](#). If you don't have a guarantor, ask [Shelter](#) for help.

Agents Permission to Rent

You should be careful about where you see properties advertised. You should make sure that anyone claiming to be a landlord, or an agent is genuine. Unfortunately, there have been many scams where would-be tenants are tricked into paying an upfront fee to rent a property that does not exist or has already been rented out. Some properties have been advertised for renting when in fact these people have no connection with agent or landlord.

For this reason, all agents must belong to a government-approved redress scheme: The Property Ombudsman [TPOS](#) or Property Redress Scheme [PRS](#) .

There is no overarching regulation of letting agents, but ask if they are members of a professional body such as Property Mark - [PropertyMark](#)

There is currently no central database of landlords, but you should ask if they are a member of the National Residential Landlords Association [NRLA](#) and that they are signed up to Rugby Borough Council's Private Rented Sector Charter.

Considering the information within the [Rent Checklist](#). This valuable information will help to guide you when you have questions about your landlord and agent responsibilities, your tenancy agreement and what to look out for when things go wrong.

The [Government How to Rent](#) will help guide you when making decisions on renting and also to help [Agents](#) decide on you.



Are you a [Lodger](#) or a [Tenant](#)?

If your landlord lives in the same flat or house as you, and shares a bathroom, kitchen or living room with you, then you are a lodger instead of a tenant.

If you are not sure, get advice. The link below will help clarify the differences between both.

<https://www.citizensadvice.org.uk/housing/renting-a-home/subletting-and-lodging/lodging-index/>

You are **not** a [Lodger](#) if:

- you live with a “head tenant” who collects the rent for the landlord.
- your landlord moved in after you first moved in.
- your landlord keeps a room for themselves but does not live there or
- you rent a self-contained flat and the landlord lives in another part of the house.

[Lodgers](#) do not have the same rights as tenants, so some parts of the Rugby Borough Council Private Renters’ Charter will not apply to you. For further advice, please see [Shelter’s](#) information for lodgers. Deposits paid by lodgers are not covered by the same deposit protection rules.

It is against the law for your landlord to intimidate or harass you. They also cannot remove your possessions. If this should happen, then call the [Police](#).

[Subletting](#)

- It is against the law for a Council or housing association tenant to let their flat out to other people. If you are found to do this then consider the implications, for example it is very likely for you to be evicted and face prosecution
- If you are renting someone else’s Council or housing association flat and they are evicted, you could find yourself homeless and, in many cases, unable to recover the rent you have paid.
- If you are renting on an estate or in a former council or housing association house/flat, please confirm that your landlord owns the property. You can check who owns [any property you are renting or thinking of renting for just £3 at the Land Registry](#).

You can find further information in the link below explaining what you can and can’t do:

[Tenants and Sub-letting](#)

If your home belongs to a housing association, you should always adhere to your tenancy agreement. It is your home and your obligation to know those conditions.

See link for further information: [Shelter.org.uk/housing/subtenants](https://www.shelter.org.uk/housing/subtenants)

Find out more from [Action Fraud about rental fraud](#).

Do you live in a House in Multiple occupation (HMO)

See [HMO's Explained](#)

The Housing Act 2004 introduces a new definition of an HMO. The new definition is detailed and complex. Generally, a house in multiple occupation will be a property occupied by more than one household, more than two people, and may include bed sits, shared houses and some self-contained flats.

Your landlord must obtain an HMO licence from the Council, this licence comes with a fee.

The property must meet the Council's 'Standard of Amenities'. For example, an officer from the Council will complete an inspection of the property to determine if the property meets the standards required for the occupation use.

The property inspection will also determine if...

- Your landlord is a 'fit and proper' person to manage the property
- The property meets all fire precautions
- The Electric and Gas supply to the property is safe
- That the bedrooms meet the new minimum size requirements
- You been provided with a secure Tenancy Agreement

These are just some of the mandatory conditions the Council requires within a property used for HMO occupation.

It is a criminal offence for a landlord who fails to inform the Council or obtain an HMO licence

- The Council can prosecute a landlord or issue Civil penalties of up to £30,000
- Licence fees are increased for those that do not come forward
- You could apply for up to one year's rent through a Rent Repayment Order should they fail to licence the property.
- Your landlord is not allowed to evict you just to avoid licensing an HMO.

Councils have the powers to introduce additional/selective licensing schemes which apply to certain areas that fall outside the scope of Mandatory Licensing.

HMO landlords also have other additional responsibilities in comparison to other private landlords. For more information and to check your rights the [Shelter](#) website.

Is your landlord a [Freeholder](#) or [Leaseholder](#) and if is so do you know they have permission to occupy the property as an HMO? They will have different responsibilities to you and the property.

If your landlord has a mortgage, they must inform their mortgage provider that they intend to use the property as an HMO use (House in Multiple Occupation).

Failure to inform the Mortgage Provider would be breaking the terms of their financial agreements and resulting in risk of having their property repossessed by the mortgage lender and therefore making your own tenancy less secure.

What you can do is check who owns any [property and who is their mortgage provider](#) for just £3 at the Land Registry or find out who owns the [freehold for any property for just £3 at the Land Registry](#)

For more information, please visit the Council's webpage on [HMO Licensing](#).

The Housing Act 2004 requires the Council to hold a register of licensed properties in the Rugby Borough. Check to see if your property is listed on the [RBC Public Register](#)

If you believe that your landlord does not have an HMO licence, you can contact the council's Environmental Health 01788 533 533 or by email ept@rugby.gov.uk

[Tenant Fees Act – What does this mean to you?](#)

The Tenant Fees Act has come into force from 1st June 2019. All Fees to letting agents will be banned from charging a 'relevant person' any fee unless it is a 'permitted payment'. As part of the act security deposits will be capped at 5 weeks rent.

Are you aware letting agents cannot charge you for:

- Property viewing
- Referencing
- Administration charges
- Guarantors
- Inventory checks (both check in and check out)
- Right to Rent checks (the landlord or agent are liable for this cost, unless the tenant fails the check)
- Pet fees/deposits
- Renewal/exit fees

For further information about your rights when dealing with letting agents please see

- [Shelter](#)
- [Citizens Advice Bureau](#)
- [Letting-agent-fees](#)
- [Tenant-fees-act-2019](#)

Tenancy Deposit Protection

As part of the Tenant Fees Act 2019, the amount of tenancy deposit that a landlord or agent can request will be capped and dependent on the total annual rent for the property.

If the total annual rent is less than £50,000, landlords and agents are only permitted to ask tenants to pay up to five weeks' rent.

If the total annual rent exceeds £50,000 and is below £100,000 then landlords and agents can request up to six weeks' rent from tenants as a tenancy deposit.

Any deposit taken from a tenant must be protected in one of the three government backed tenancy deposit protection schemes.

Private landlords will ask new tenants to pay a tenancy deposit to cover damage or unpaid rent. Your deposit is to ensure your landlord has protection in case you leave without paying rent or damage to the property or its contents. Prior to moving into a property, an inventory of items should be provided. This listing should include detailed description of items and the condition of the accommodation. During your visit take note to the condition to walls, kitchen appliances and its furniture, if necessary, take pictures. This should take serious consideration, if not, it can affect your deposit amount when moving on. If your landlord or agent won't do an inventory, then make one yourself. It is a good idea to take dated photographs of any damage, wear and tear of furniture prior to your moving in day.

Consider that anything beyond reasonable damage may be taken from your deposit if vacating the property. Find out more about inventories here: www.propertymark.co.uk

Deposit Protection Schemes – DPS

Your landlord must protect your deposit with one of three schemes, and provide you with proof, within 30 days of taking your deposit money. These deposit protection schemes ensure at the end of your tenancy that the deposit is returned to you.

The landlord can choose any one of the three schemes:



Your landlord must also give you proof, in writing, that the deposit is protected, including:

- the amount of deposit paid, and property address it relates to
- contact details of your landlord or agent and deposit protection scheme used

- scheme leaflet explaining the rules
- how to get your deposit returned to you
- what happens if you can't agree or if your landlord or agent doesn't respond

This information must be signed by the landlord or agent confirming deposit paid. If not, then your landlord can receive penalties if your deposit is not protected.

When you give proper notice (time required in tenancy agreement) to vacate the property, your landlord then must return your deposit at the end of your tenancy. If you have a dispute with your landlord regarding the deposit amount, then the Tenant Deposit Protection (TDPs) scheme will adjudicate this dispute and allocate the amount of the deposit should the full amount be returned to the tenant based on their findings.

For further advice on deposit protection or discuss disputes with a mediation service then the following information will be of help to you.

- [Shelter](#)
- [DPS](#)
- [My deposits](#)
- [TDS tenant guides](#)
- [Property Redress](#)

Tenancy Agreement

Landlords and agents must provide a written tenancy agreement. At a minimum, they must include the term, putting in writing the address of the room or flat, house, length of the agreement (usually 6 months minimum), the rent you will pay and the landlord's name and contact address. A written tenancy agreement means that you are protected for that time period within your home and you both understand your legally binding agreement.

If your landlord refuses to give you a written tenancy agreement, you still have rights. Some rules apply to renting a home and don't have to be written down. If the landlord accepts rent from you for living in the property, any verbal agreement you have counts as a legal agreement. Ensure that you have receipt of your rent payment like bank transfer or preferred method of payment. If you do pay with cash, you must always obtain a receipt for payment.

Your landlord must provide you with their name, address and contact details. If your landlord does not provide you with their name and an address, then the law says that you do not have to pay them rent. However, as soon as an address is provided, backdated rent then becomes due from the start of the tenancy.

If you write to your landlord's agent or the person who collects the rent and ask them for the landlord's name and address, they must provide the information in writing within 21 days. If not, the council can investigate and if required can prosecute.

If there is a change of landlord, the new landlord must provide you with her/his name and address in writing within two months after the transfer of owner. If this is not complied with, the old landlord will remain liable for any breach of the tenancy agreement until either s/he or the new landlord provides the tenant with the new landlord's name and address.

[Rent Checklist](#)

[Shelter - How to find your landlord](#)

Your landlord must give you a basic statement of your tenancy terms. If your landlord will not give you a written agreement, the law says that they **must** give you this information in writing containing:

- the date your [Tenancy](#) started
- the amount of your rent, and when it is to be paid
- any provision for [rent increases](#)
- the length of your agreement.

If you ask your landlord for this information in writing, the law says that they must provide it within 28 days. If they do not, they are liable for prosecution. Your tenancy agreement should be written in a way that you can understand. Anything that is not clear may not be binding.

Your [Tenancy](#) agreement shouldn't contain any unfair terms. For example, it should not take away legal rights or say that you will pay fees for ordinary part of a landlord's role, or that your landlord can come into your home whenever they want.

Any unfair terms in a tenancy agreement are not legally binding to you, however you will need to check with your agent/landlord regarding rules on children, smoking and pets including rules on keeping a bike and recycling.

Get advice if you think your agreement includes unfair terms or your landlord is holding you to an agreement if you believe is unfair.

Landlords cannot use the Section 21 (no fault) eviction procedure unless an up-to-date version of this guide has been provided to the tenant.

Your landlord or agent must give you a copy of the guide when starting or renewing your tenancy. The guide provides you with a renting checklist and gives more detailed information on each stage of the renting process.

For more information see [how to rent the check list for renting in England](#) or alternatively visit your local [Citizens Advice](#)

Section 21 evictions are currently under review and changes are about to be made.

See [Government Information on Evictions](#)

Tenant Or Lodger, there is a difference!



Lodgers have different rights to tenants.

Use the informational links for [Lodger](#) to give you an understanding, listen also to the video information (within link below) to help you understand when an tenancy agreement may not be given – [Am I a Tenant or Lodger?](#)

The information link explains the type of agreements that exist and your rights [Tenancy Agreements Explained](#)

Watch Shelter's short film explaining this





Your Home

Your landlord can only visit when it is convenient for you, unless it's an emergency and they must give you at least 24 hours' notice.

Landlords and agents must allow you to live in rent accommodation without unnecessary interference and free from harassment. As a tenant you also have a responsibility to give reasonable access to your landlord when something needs repairing.

- Your landlord or agent cannot let themselves into your home without your permission and give you 24 hours notice, unless it is an emergency.
- Your landlord or agent must not harass you or in your home or make it difficult for other occupants to live there.

If your landlord or agent hinders you living peacefully in your home by harassment, then get advice from the council's Neighbourhood services team at ept@rugby.gov.uk

For further information on harassment and what you can do, visit the [Shelter](#) website.

Eviction and Harassment

Your landlord or their agent cannot harass you or threaten you.

A landlord can never evict their tenant – only a court can do that.

The law allows a landlord or their agent to ask a tenant to leave by serving the correct legal form of notice.

If the tenant does not leave, the landlord can ask a court to order the tenant to leave. The court can then appoint bailiffs to evict a tenant.

If your landlord must go to court to evict you, they can ask the court to order you to pay the costs.

If your tenancy is periodic from the beginning of the tenancy, your landlord is generally unable to evict you during the first six months.

Even if your tenancy has become periodic, your landlord cannot end it without serving formal legal notice.

[Discrimination & Your Rights](#)

It is against the law to treat somebody less favourably just because of their:

- Age
- Married or in a civil partnership
- Pregnant or on maternity leave
- Disability
- Race, nationality, or ethnicity
- Religion or belief
- Gender identity or sexual orientation

It is against the law to discriminate against anybody just because of their nationality or race. However, UK law states that before anybody can rent a home in England, the landlord or letting agent must check their immigration status. They must also check the status of anyone aged 18 or over who will be living with the tenant.

You are legally protected from discrimination on grounds by the [Equality Act 2010](#). If you believe that you have been discriminated against during a 'Right to Rent' check and you require more information about this follow the links provided

[Challenging discrimination in housing](#)

[Shelter](#)

[CIH - Migrants Rights](#)

[Domestic Abuse](#)



Repairs in your Home

Your landlord or agent will want to know as soon as something needs fixing. It is important that you inform them immediately if you suspect there is an issue. Failure to inform may incur more money to address these repairs and may be an inconvenience to you and your home.

Your home must always be safe to live in, as soon as something needs fixing, always tell your landlord or agent when something needs repairing. When you ask your them to make repairs, you should always try to ask in writing – even if that is an email or text. Then keep a copy in case you need to refer to it later.

Your landlord or agent may arrange these specific repairs to be completed by their contractor or a person belonging to www.competentperson.co.uk. If the repairs are to do with electrics, gas or other forms of heating then your landlord has a duty to show

evidence that these are now safe to use within your home. Request these certificates if they are not provided.

If your landlord requires access to the property to inspect it and do repairs, they should give you reasonable notice and arrange a suitable time to visit (unless there's an emergency). If anything is damaged during the repairs, your landlord must put it right. You must cooperate with landlord, agent or contractor and not obstruct these repairs when agreed to be completed.

Your Landlord's Responsibilities

The law says that your landlord is responsible for repairs to the exterior and structure of your home.

This includes:

- walls
- stairs and bannisters
- roof
- external doors
- windows
- sinks, baths, toilets and other sanitary fittings, including pipes and drains
- heating and hot water
- chimneys and ventilation
- electrical wiring
- Gas certification

If you experience faults to electrics, gas, heating, structural or any of the above then you must communicate this to your landlord or agent to rectify these issues. This amount of time should be considerate to allow time for contractors or engineers to arrange inspections and repairs.

Your Responsibilities

As a tenant, you must look after your home in a responsible way.

You should:

- keep it clean
- do not damage the property and ensure your guests don't either
- carry out minor maintenance such as replacing smoke alarm batteries
- Considerate use of the heating to the property
- don't block flues and allow ventilation i.e., windows open

You may be responsible for minor repairs yourself. For example, fixing a bathroom cabinet, repairing an internal door, renewing sealant around the bath. Check your tenancy

agreement to be sure. Letting agents can request you to pay for such repairs if a contractor is required.

Freeholder & Leaseholder Responsibilities

If you live in a block of flats, your landlord is responsible for repairing the flat itself, but the freeholder is responsible for communal areas and this usually involves a managing agent.

This includes:

- the lifts
- stairwells
- the overall safety and structure of the building

If you live in a housing association or council property, there will be signs on the blocks indicating who the freehold landlord is. You can check who owns the [freehold for any property for just £3 at the Land Registry](#)

What can you do if your home is unfit to live in?

A first instance would be to address necessary repairs in writing or email with your landlord or letting agent, detail the repairs and what it is you require from them. If they fail to act on these repairs, then you can report these repairs to Environmental Health.

In most cases, when the Council receives a complaint, we must contact your landlord or agent directly to discuss the nature of your complaint.

An officer from Environmental Health can determine the appropriate form of action required from an inspection. All avenues are explored to ensure your safety is number one. However, if the circumstances within your home require housing enforcement to act upon [Hazards](#) found then an officer can issue a '[Hazard Awareness Notice](#)' or '[Improvement Notice](#)' to improve living conditions within your home. Your landlord must arrange for these repairs to be completed within a time frame issued by the Council. Note, some notices have charges your landlord will have to pay for, this accounts for officer's time and assessments.

If a property that you live in is unfit, for example, a filthy and verminous property or conditions within that property are affecting your health and wellbeing then your landlord or letting agent must act to repair those repairs or demonstrate that they are dealing with this. However, some properties require further involvement and on occasions other local support services and agencies will offer their help.

In some cases you can involve [court action](#) if you think your home is unfit to live in.

The court could order your landlord to:

- carry out any work needed
- pay you compensation

See [Shelter's advice](#) on Fitness of Human Habitation.

If you think the conditions are putting your health or safety at risk, the council can assess whether your home is safe - and seek help if it is not.

Remember, If your landlord or agent does not arrange for these repairs to be completed or carried out within a satisfactory time then local authorities have powers under the [Housing Act 2004](#) a qualified officer can issue [Notices](#) from the [HHSRS \(Housing Health Safety Rating System\)](#) to calculate hazards and take necessary enforcement action against building owners and landlords.

Contact the Council's Environmental Health Team ept@rugby.gov.uk or 01788 533 533

Damp & Mould

Although you can't see it, there is always some moisture in the air. Warm air holds much more moisture than cold air. As soon as warm air hits a cold surface it cools down and is forced to let go of some of the moisture carried as liquid water on the surface. Mould growth appears when condensation occurs on absorbent surfaces, such as. walls, carpets, leather, fabrics, timber etc.

How Condensation Affects My Home

Condensation appears mainly in cold weather and is found on the coldest surfaces or in places where there is little or no movement of air. You will find it in the corners of rooms, or near windows or behind furniture. The damp caused by condensation can cause mould to grow on walls, fabric and furniture.

Modern improvements such as insulation to walls, draught proofing on doors and sealed window units have made it easier for you to keep your home warm by minimising draughts and stopping heat escaping from your home. But these improvements also stop moisture escaping, which is why people have much more of a problem with condensation these days.

What Causes Condensation

- Inadequate heating.
- Lack of or inadequate level of insulation.
- Inadequate or inappropriate ventilation.
- Excessive moisture production.

What You Can Do:

1. Make less moisture

- Wipe the water from your windows and sills with a cloth, but make sure you wring your cloth out in the sink and don't put the wet cloth on a heater to dry. Putting a wet cloth on a heater

allows the water to evaporate back into the air which means it will re-appear as condensation when the temperature drops.

- Dry clothes outside whenever possible. When drying washing inside your home, all the water from your clothes will go straight into the air and as soon as the air cools you will get condensation on your windows and walls.
- Put lids on your saucepans when you cook. This keeps steam in the pan and saves money on your fuel bill.
- Avoid the use of paraffin or bottled gas heaters. They produce lots of moisture. Burning 1 litre of paraffin puts about 1 litre of water vapour into the air which re-appears as condensation on your windows or other cold surfaces.
- If you use a tumble dryer, make sure it is vented to the outside. This will help ensure the hot, moisture filled air produced by the machine does not condense inside your home.

2. Increasing Ventilation

- Try to vent every room for short periods of time on a regular basis. Use the trickle ventilators in your windows. You need a good air flow to help get rid of moisture which is produced in your home all the time. Modern windows have trickle vents to help ventilate your home; keep these open as much as possible so damp air can escape. Open a window when cooking and after showering/bathing; boiling pans, hot baths and showers produce lots of steam. Opening a window ensures this steam condenses outside rather than inside your home.
- Do NOT block off air vents or extractor fans. Install humidity-controlled extractor fans whenever possible.
- It also helps to keep your kitchen and bathroom doors shut when these rooms are in use and for about 20 minutes after to stop moist air getting into other rooms. When your kitchen, bathroom or other rooms are not in use leave doors open so heat can spread evenly through your home.

3. Allow Air Circulation

- Avoid putting furniture against the outside walls of your home. The inside walls (between rooms) are always warmer and are therefore less prone to condensation. Leave a gap between the wall and the furniture so air can circulate.

4. Keep Your Home Warm

- When moisture condenses on your walls it makes them colder; this causes you to lose heat and increases the risk of mould growing. It then takes more energy to heat your home to a comfortable temperature which costs more. Heating your home efficiently helps reduce condensation and could save money on your heating bills. Try to keep your home above

18°C (63°F) - most people find a comfortable heat is around 21°C (70°F). Condensation is more likely to occur if you let your home fall below 18°C –

- Further information on energy efficiency within homes can be seen in our EPC section.

5. Removing Mould

You MUST remove mould to avoid spreading and causing more damage to your health and home.

- The mould affected areas should be treated with a suitable proprietary mould/mildew cleaner (always follow the manufacturer's instructions).
- Use fungicidal paints and decorating materials to help alleviate recurrence of mould.
- In most cases Bleach and Cloth will remove this, ensure to use gloves when treating.

Download or save our Fact sheet

https://www.rugby.gov.uk/downloads/file/3555/preventing_condensation_and_mould_in_your_home

REMEMBER YOU CAN REDUCE CONDENSATION, AVOID DAMAGE AND SAVE ON HEATING COSTS BY:

- Producing less moisture
- Increasing ventilation
- Allowing air to circulate
- Keeping your home warm
- Removing mould immediately

Damp is a common problem which many tenants experience when renting accommodation. It's not always easy to work out if your landlord is responsible for resolving problems with damp. This is because it can be difficult to find the exact cause of damp without the help of a surveyor, unless it's obvious, such as a leaking roof.

Rising damp

Rising damp is more common in older properties. It generally affects the lower part of the ground floor of a property up to the height of about 1 metre. So, if you live above the ground floor in a block of flats and have damp, it won't be rising damp.

If there's a problem with an existing damp-proof course (DPC) in your home which is causing damp, then your landlord is likely to be responsible for repairing it and you should report the problem to your landlord as soon as possible. If you have breached the DPC for example by piling soil up the wall, then you will be responsible for removing the soil to below the DPC.

Penetrating damp

Penetrating damp can be caused by several repair problems, for example:

- a leaking roof
- a cracked wall
- leaking guttering or external pipes
- a leaking water or drainage pipe
- a leaking toilet or bath
- rotten windows or doors

In many cases where the damp is caused by problems such as those listed above, the landlord is responsible for repairing the problem and you should report the problem to your landlord as soon as possible.

If the leak is due to something you have done to the property or a leak from your own washing machine or other appliance you will be responsible for making sure the leak is fixed and that no damage is caused to your landlord's property.

Construction damp

Construction damp is caused by a problem with a property's design. For example, a design defect in a property causes the basement to become damp when the level in the water table rises or there is a cold bridge caused by the construction material.

In cases of construction damp, if the design problem doesn't affect the structure or exterior of your home or cause any damage to the building, then your landlord may not have a responsibility under the tenancy agreement to prevent the damp.

However, your landlord is responsible for repairs if a design problem causes damage to the building, for example to a wall or ceiling plaster and you should report the problem to your landlord as soon as possible.

Legionella and Landlord Responsibilities

What is Legionella?

Legionnaires' disease is a pneumonia like infection caused by Legionella bacteria, commonly through the inhalation of small droplets of contaminated water.

Landlord responsibilities

Landlords must assess and control the risk of exposure of tenants to Legionella.

Tenants should be kept informed of any control measures, regularly clean shower heads and tell the landlord if problems occur with the water system or if the water is not heating properly. Further advice is available from the Health & Safety Executive [Legionnaires](#).

The action we take will depend on the kind of problem you have, if the Council finds conditions that are a risk to your health, we will issue a formal notice to the landlord. However, you first must try to resolve your complaints with your landlord, agent or housing association.

You can contact Rugby Council to discuss on 01788 533 533 or email ept@rugby.gov.uk



Smoke Detection & Alarms – See - Landlords Legal Responsibilities

All private landlords must make sure that working smoke alarms are fitted on each floor of their rented properties. If you have a coal or wood fire in your rented home, your landlord must also fit a carbon monoxide detector.

Your landlord must also make sure that the alarms provided are in working order at the start of any new tenancy. Within HMOs (House in multiple occupation) there will be required hardwired detection into bedrooms and communal/common areas.

Your home must have a working smoke alarm on every floor of your home. You are responsible for checking the alarm works throughout your tenancy. If an alarm stops working, check if it needs new batteries or contact the landlord to arrange a replacement alarm. If your landlord has not fitted smoke detection, then request he or she install these.

Landlords who fail to provide smoke are putting your life at risk and could face prosecution from the Council. You can contact your Fire Service who can provide a 'Safe and Well Visit'. However, ultimately it is the responsibility of your landlord to fit these. [Call Warwickshire Fire & Rescue on 01926 423 231 to arrange a visit.](#) If there is a fire, call the 999.

[Carbon Monoxide - CO Detectors](#)

If you have solid fuel heating, your landlord must also fit a carbon monoxide detector. You can't see it, taste it or smell it but carbon monoxide (CO) can kill quickly without warning. People die from CO poisoning caused by gas appliances and flues that have not been properly installed, maintained or that are poorly ventilated. [Are you at risk?](#)

If your landlord will not fit the proper alarms, tell the council's Environmental Health Team on 01788 533 533 or by email at ept@rugby.gov.uk



[Landlords Mandatory Five-Year Electrical Safety Check](#)

The Government has now passed detailed regulations by enforcing electrical safety checks in the private rented sector as of June 2020.

The Regulations came into force on 1 June 2020 and apply in England to all new tenancies from 1 July 2020 and all existing tenancies from 1 April 2021. This means that tenancies signed on or after 1 June 2020, which start on or after 1 July 2020 should have an EICR.

Your landlord or their agent must ensure the electrical wiring within your home is safe.

A competent person or contractor must carry out regular visual safety checks of the electrics and appliances such as cookers, washing machines and fridges. Electrical appliances that have been checked by an electrician should have a PAT (portable appliance test) sticker on the plug. This shows the date it was tested.

Electric faults will be recognised as C1, C2 and C3 on an electric safe certificate or EICR. Depending on these 'Category' faults, the Contractor will provide a Satisfactory or Unsatisfactory Certificate. Your landlord or agent must ensure that these Category faults are repaired immediately, and a remedial certificate provided upon completion.

If your landlord or agent has not acted or addressed the repairs, then contact ept@rugby.gov.uk or call 01788 533 533.

For more details, please see information links below:

- [Electrical Safety First](#)
- [Shelter](#)
- [Competent Person Register](#)

Warning

Every year in UK homes injuries are caused by faulty electrics and electrical equipment. If you live in a privately rented property, statistics show that you are at a higher risk of electric shock and almost half of all domestic fires are caused by electricity. Your landlord must fit your property with a fire alarm.

For more details, please see information link on **Electrical Safety First**

Gas Safety

The Gas Safety (Installation and Use) Regulations 1998 is to ensure that gas appliances, fittings and flues provided for tenants are safe.

Landlords are responsible for the maintenance and repair of flues, appliances and pipework provided for tenant's use, all carried out by a Gas Safe registered engineer.

See Information links below

- [Gas Safety](#)
- [HSE Gas Safety](#)

If you smell gas, or you have a gas leak, or are concerned fumes containing carbon monoxide are escaping from a gas appliance, call the free Gas Emergency Services 0800 111 999

Your landlord has obligations regarding gas safety in your home:

- They must give you an up-to-date copy of the Gas Safety certificate before you move in.
- They must arrange for an annual gas safety check to be carried out every 12 months by a Gas Safe registered engineer.
- They must keep a record of the safety check for 2 years and issue a copy to each existing tenant within 28 days of the check being completed.
- They must arrange maintenance by a [Gas Safe registered engineer](#) for all pipe work, appliances, and flues, which they own and have provided for your use.

Gas and Electricity Energy Supply

Under consumer protection law, if you are a renting a property and are directly responsible for paying the gas and/or electricity bills, you have the right to choose your own energy supplier. Your landlord or letting agent should not unreasonably prevent this.

Can my landlord choose my gas or electricity supplier?

Your landlord has the right to choose your energy supplier only when they are directly responsible for paying for the gas or electricity.

This might include situations where your landlord:

- pays the energy supplier directly and reclaims the money from you as the tenant.
- incorporates the cost of energy within the accommodation charges.
- assumes responsibility for the supply between tenancies.

Your tenancy agreement should detail if you or your landlord are responsible for paying for the gas or electricity.

Tenant tips on switching on Energy Suppliers

Check:

- for any clauses on energy suppliers in your tenancy agreement. There may be some circumstances when a letting agent or landlord has a preferred supplier which is set as the default supplier as part of the tenancy agreement. This is known as a 'default supplier clause'.
- If you notice a default supplier clause before you sign a tenancy agreement, talk with your landlord or letting agent to see if you can renegotiate this clause. If following this you cannot change the clause, you are still entitled to switch supplier if you are responsible for paying the energy bills.
- your landlord or letting agent notifies you of any tie-ins with specific suppliers. They must do this if it applies and they should give you details at the outset of applicable tariffs and charging details.
- if you are required by a clause in the contract to tell the landlord or letting agent if you switch supplier.
- if you are required by a clause in the contract to return the account to the original supplier, or the original meters if you have them changed, at the end of the tenancy your meter readings.
- Take a reading when you move in and move out and get these to the supplier if you are responsible for paying the energy bills, or your landlord if they are. Further information is available at: www.ofgem.gov.uk/switch

For further information please see the [Health and Safety Executive's website](#)

HSE runs a free Gas Safety Advice Line offering information on gas safety that is open between 9.00am and 5.30 pm Monday to Thursday and 9am to 5pm on Friday (excluding bank holidays). To contact the Gas Safety Advice Line freephone 0800 300 363.



EPC - Energy Performance Certificate.

From the 1st April 2018 there is a requirement for any properties rented out in the private rented sector to normally have a minimum energy performance rating of E on an Energy Performance Certificate (EPC). rented property (both domestic and non-domestic) which is to have a new tenancy must have an **EPC** rating of at least “E”. These changes will come into force for new lets and renewals of tenancies with effect from 1st April 2018 and for all existing tenancies on 1st April 2020.

However, the Government are currently reviewing the performance ratings of EPC's. Under new proposed regulations, landlords may be required to make changes to their properties to improve the energy efficiency by 2025 for all new tenancies. This means bringing their property's EPC rating up to a C or above. For existing tenancies, landlords have until 2028.

What is an EPC?

EPCs are certificates which indicate how energy efficient a property is and will require improvements based on assessment carried out by an energy assessor. This assessment relates to the fabric, type of materials has been used in its construction. The assessor will look the heating, ventilation and lighting. Once this assessment has been carried out then an Energy Performance Certificate will be provided and a rating band A to G. Depending on its rating will determine the type of works required to improve its energy efficiency.

EPCs are a legal requirement for let or sold properties. Rooms within an HMO (House in Multiple Occupation) are not required. However, if an HMO has been let on a single tenancy or sold in the last 10 years then the building will require one.

It will be unlawful to rent a property which breaches the requirement for a minimum E rating unless there is an applicable exemption. A civil penalty of up to £4,000 will be imposed for breaches If your landlord or agent fails to provide you with an EPC Certificate for your rented property. You can find out if your rented property has a current EPC certificate using this link www.epcregister.com

When an EPC is not provided to you

A landlord who is subject to the requirement to provide an EPC will be [prevented from relying on a section 21 notice](#) served at a time when he or she has not done so.

If your landlord is not keeping you safe, inform the Council's Environmental Health Team on [01788 533 533](tel:01788533533) or email at ept@rugby.gov.uk

Moving Home

Landlords must follow a strict legal process if they want you to move out - and that process takes time. If your landlord or agent serves an eviction notice, then get immediate advice.

- [Section 21 and Section 8 Notices](#)
- [Shelter Eviction Information](#)

The best way to prevent your landlord asking you to leave is to be a good tenant, look after your home and pay the rent on time.

Your tenancy agreement makes it a legal obligation for you to pay your rent on time. If you are having difficulties paying the rent, you may well be entitled to [housing benefit](#) to help with the rent. Click here on [How to Apply for Housing Benefit](#).

Note that, [lodgers have different rights to tenants](#), Use information link to direct you.

Rent Arrears

If you cannot pay your rent, don't ignore the problem. Talk to your landlord as soon as possible. Whether the problem is caused by a change of circumstances, a budgeting difficulty, or a cut in benefits, you can take some important steps you can take to help get yourself back in control and avoid eviction.

- Talk to your landlord
- Identify the problem and work out a plan
- Reducing your monthly expenses
- Check your eligibility for help
- More information is available on [The Money Advice Service](#) website.

Ending a Tenancy

There are strict rules a landlord or their agent must follow if they want a tenant to move out. These rules apply whether there is a written tenancy agreement, and whether or not the

fixed term has ended. They apply even if the tenant has fallen behind with rent or has in some other way broken the terms of the tenancy agreement.

If you choose to end your tenancy please ensure you take into consideration the following, remove all possessions, clean the property, take meter readings, return all keys and give a forwarding address or [set up a redirection](#) of your future post with Royal Mail's redirection service.

The rules are complicated and depend on your situation. For detail, please see visit the [Shelter](#) website.

Homeless

If you are at risk of becoming homeless, or if your landlord is harassing or threatening you, get advice from the council's housing options call 01788 533 533 or using our link www.rugby.gov.uk/homeless. For information on tenancies, please visit the [Shelter](#) website

Information Links on Waste and Recycling

[RBC Rubbish Recycling](#)

[Check your next bin day](#)

Recycling is one of the best ways for people to have a positive impact on the world in which we live. It's vitally important that letting agents, landlords and tenants understand the importance of recycling and their responsibilities before, during and after a tenancy.

Waste created by the tenant during their tenancy e.g., general rubbish (food, nappy waste etc.), recycling (plastic bottles, cans, paper etc.) and garden waste (grass cuttings, pruning's etc.) are the responsibility of the tenant to dispose of via the Council's domestic waste collection service using the wheeled bins provided to each property.

Domestic waste and recycling should be stored according to the Council's Waste Operational Policies in the containers provided (wheelie bin or sacks provided by the Council), which should then be put out for collection in the correct location and on the correct day. All waste must be stored safely and securely off the street unless it is collection day.

- Get information on your bin collection and recycling services, including which waste is picked up by the Council and when, and which bin it should be disposed of in.
- Think about how you intend to dispose of waste before buying new furniture, electrical goods or having a party. Burning waste, using domestic waste bins belonging to other properties, putting waste in street litter bins, leaving extra bags of rubbish next to your black general rubbish bin or at any other location on the street is not permitted.
- Store waste bins safely and securely off the street, except for collection day.

- Any bulky waste should be disposed of by using a licensed waste carrier or by arranging for it to be collected by the Council. The Council provides a bulky waste collection service where (for a fee) items of bulky waste such as fridges, beds, televisions etc. can be removed.

The [Recycle Now website](#) will advise you on the importance of recycling. The website has a range of information and advice to ensure households recycle and do not fall foul of the rules. Other conditions may apply for communal bins.

Remember, it is the responsibility of your landlord to clear any rubbish left in the property by previous tenants.