

PRIVATE RENTERS: KNOW YOUR RIGHTS

What are my rights when I'm sharing with others?

Applies to: England
June 2021

This factsheet explains:

- The different types of tenancy you might have (see table)
- Ending and amending joint tenancies
- Landlord licensing
- Sharing bills
- Housemate disputes

Beware: because tenancies give you more rights, some landlords falsely tell occupiers that they have a licence and not a tenancy, even when they have exclusive possession of the property they rent. This is called a "sham licence". Read more <https://bit.ly/34Ldjfl>

Ending joint tenancies:

- A fixed term can only be ended early if everyone agrees to end it and either there is a break clause in the contract or the landlord agrees to a surrender of tenancy. A surrender may involve fees to cover reasonable costs to the landlord of re-letting the property.
- Rolling or periodic tenancies can be ended by the tenant with up to one month's notice. If one person leaves the tenancy then everyone must leave, unless the landlord grants a new tenancy for anyone who wants to remain.

Moving in a new tenant mid-tenancy

- Tenants can find someone new to take a vacant room. The person may need to pass the landlord's referencing checks. The landlord may also charge a fee to change the details of the tenancy, but this is capped at £50 unless they can prove their reasonable costs were higher.
- If you wish to let someone stay temporarily without paying rent, or take in a lodger, who will pay rent, check if your tenancy agreement permits this. Read more about rules around

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

- As long as someone has been legally added to the tenancy with the landlord and other tenants agreement, then they will have the same rights as the original tenants. If, however they move in without the permission of a landlord or without being added to the tenancy then they do not have the same legal rights as other tenants, so are not under any legal obligation to pay rent or utilities.

Landlord licences

In all parts of England, a private landlord needs a licence when:

- there are five or more unrelated people living in the property and
- there are two or more separate households living in it
- the property is not a purpose-built flat or purpose-built student accommodation

Some councils also require landlords to be licensed when:

- There are three or more unrelated people living in the property and it is in a certain neighbourhood (this is called additional licensing), or
- The property is in a certain neighbourhood (this is called selective licensing)

What do landlords need to do to obtain a licence?

- Prove the accommodation is in healthy condition and suitable for the number of tenants it houses. This includes provision of smoke alarms, fire extinguishers and fire doors.
- Prove that they are suitable to be a landlord

- Ensure only rooms of a certain size are used as bedrooms. Bedrooms must be at least: 6.51 square metres (sqm) for a person aged 10 or over; 10.22 sqm for 2 people aged 10 or over; 4.64 sqm for a child under 10 years old

What happens if the landlord doesn't have or hasn't applied for a licence?

- Landlords can be fined and ordered to refund tenants up to 12 months' rent until they apply for a licence. They are also barred from evicting tenants through section 21 which allows evictions without reason.
- The tenant can apply for a rent repayment order within a year of the property being unlicensed using this form www.generationrent.org/rro_applications
- If licensing standards are not being met, the tenant can contact the environmental health department of their local council to conduct a Housing Health Safety Rating System assessment.
- Check with your council if and when the landlord applied for a licence.

Bills

Anyone whose name is on the utility bill must legally pay for their share. If a housemate does not pay for their share then, it is up to the other tenant/s to pay this cost. If there are debts left then the landlord has the legal right to demand money from anyone in the property, even if it is not their debt. There are apps like Acasa which help housemates to manage payment of bills.

Housemate disputes

If talking to housemates to settle a dispute does not work then tenants can speak to their landlord. If a warning from a landlord does not work then tenants can request an eviction. However, as joint tenancies can only be ended by the landlord for all tenants at once, this is difficult. Where separate tenancies are used, a member of the household who is causing problems can be evicted with no negative effect on the other tenants.

Help in extreme cases:

If disputes place people in physical, emotional or financial danger then help is available by contacting the police or council.

Information in this factsheet is correct at the time of publication. For more help, visit www.generationrent.org/find_expert_advice

Things to know about your home	Joint tenancy	Separate tenancy
What type of agreement will I have?	Always an assured shorthold tenancy	May be a "licence to occupy" if it is possible to change bedroom in other words, if you don't have "exclusive possession"
Who do you pay?	Rent may be paid to one of the tenants who then pays all rent to the landlord	Usually rent is paid directly to your landlord
Who is responsible for rent?	Everyone in the property has an equal responsibility for paying rent and has signed the same agreement with the landlord	You have responsibility for paying rent on the room you occupy (and your access to shared facilities like bathroom and kitchen)
What happens if someone moves out?	All tenants are responsible for finding a new tenant and paying the rent in the meantime	Doesn't affect those who choose/are allowed to stay, except you may not get a say about the new tenant