



**Our most
frequently asked
student contract
queries.**

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Mandatory and Discretionary Grounds

Schedule 2 of the Housing Act 1988 creates a number of grounds under which a landlord may successfully apply to court for possession using a Section 8 notice. These grounds cannot be amended by landlord or tenants, and must be included as part of all of our tenancy agreements, to comply with the above Act.

Schedule 1 – 3.1 – Council tax

Registration for council tax is applicable to all tenants, including students. Students will receive an exemption once they register their student status with the council. This clause remains in our contracts, due to the fact that student status can change during the course of a tenancy.

3.5 – TV License

TV licenses are payable by the tenant if they are using services which make a TV license applicable. This includes if a landlord provides TV in the premises (unless explicitly confirmed elsewhere in the contract) – please note streaming services on laptops, also often require TV licenses to be paid. For further details, please visit the main website here: <https://www.tvlicensing.co.uk/check-if-you-need-one>

4.5– Chimneys

This clause is not applicable unless a chimney is in place & in use during the tenancy.

4.6– To keep all smoke alarms and carbon monoxide detectors in good working order provided they were working at the start of the Tenancy, by replacing batteries where necessary

This is only applicable for battery operated units, if you have a mains linked system as many properties do, you need to report this as maintenance. If you are unsure of what system you have, please report this as maintenance and your landlord / property manager will guide you.

4.9 To take all reasonable precautions to prevent damage occurring to any pipes or other installation in the Premises that may be caused by frost, provided the pipes and other installations were adequately insulated at the start of the Tenancy.

This means leaving the heating on a very low / frost setting whilst away for long periods in cold weather. If you are unsure, contact your Property Manager / Landlord.

4.12 To carry out any work or repairs that the Tenant is required to carry out under this Agreement within a reasonable time of being notified etc

This relates to the clauses in part 4. (The Condition of the Premises: Repair, Maintenance and Cleaning) e.g. changing lightbulbs, damage from not ventilating properly etc.

4.13 To take all reasonable precautions to prevent condensation by keeping the Premises adequately ventilated and heated and if any condensation occurs to mop up any water promptly to prevent mould growth.

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This is very common and to ensure condensation doesn't appear, you need to open windows regularly (even in winter), use extractor fans where present for cooking / showering, and also heat the property adequately. If you think a larger problem may be present, contact your Property Manager or Landlord.

4.16. To take all reasonable precautions to prevent infestation of the Premises and to pay for the eradication of any infestation caused by the negligence, action or lack of action of the Tenant, his family or his visitors.

An example of this would be leaving rubbish out which attracts rats, flies etc.

4.17. To ensure that the water softener, if applicable, is operational throughout the Tenancy and to provide and fill the water softener with salt as and when necessary as specified in the written instructions given to the Tenant at the start of the Tenancy.

Water softeners reduce the amount of certain minerals in water coming into a property, and are relatively uncommon in student accommodation. This is not applicable if there is no water softener. Please check with your landlord if you are unsure.

Insurance 5.1-5.5

These clauses relate to the landlords buildings & landlord contents policy. You are obligated to report insurance related items urgently, and also can be held liable if you do something which could affect / invalidate insurance. E.g leaving a lit candle unattended, overflowing a bath etc.

Please note: you need to insure your own contents separately, including food etc, for this to be covered in case of a power cut.

8.13. Not to hang any posters, pictures or other items in the Premises using blu-tac, sellotape, nails, adhesive, or their equivalents.

Blu-tak usage is one of the most common causes of deposit deductions as it leaves a grease residue which can't be removed, and requires redecoration. White tak does the same. Please contact your landlord or property manager for guidance on how you can hang pictures in your particular property.

8.16. Not to barbecue in or on the Property if the Property is subject to a Head Lease including in any communal outside space or garden, balcony or roof terrace.

Most houses don't have a head lease, this is usually only applicable to apartments, but check with your landlord / property manager. If no head lease is present this should not be a problem if located in somewhere appropriate e.g a garden.

9.2. To apply for the accounts for the provision of those services and the council tax to be put into the name of the Tenant.

This responsibility lies with tenants, regardless of whether exempt from council tax charges or not. You would still be required to inform the council for this.

9.6. Not to change an account for any utility to a new supplier without the consent of the Landlord or the Agent

Most landlords are ok with this, but please just check with them / property manager first, as some- times this can cause account issues.

Garden

Gardens are responsibility of tenants in majority of cases, unless specified in the contract. The landlord may either handle garden maintenance themselves, or provide tools / mowers etc to help with this, but they are not obliged to do so.

18 Inventory & Check out

Please note any variation to the timescales i.e returning inventories within 7 days, needs to be agreed by your landlord / property manager in writing.

19 Head Lease

Most houses don't have a head lease, this is usually only applicable to apartments, but check with your landlord / property manager. This clause is not applicable if there is no head lease.

21.7. To allow access for the check of the Inventory and Schedule of Condition at the termination or earlier ending of the Tenancy following receipt of reasonable notice from the Landlord or the Agent.

21.8. To accept that if either the Tenant or his agent does not attend a second appointment to check the Inventory and Schedule of Condition having failed to attend the first appointment that a check out report will be prepared by the inventory clerk, landlord or agent at that time, although the Tenant is not bound to accept the report.

For both of the above, as a general rule, Tara & Co are ok with tenants not being present for check outs if this isn't possible. In most cases these are done when the final person has left and returned the keys.

21.11 To vacate the Premises within normal office hours at a time agreed with the Landlord or the Agent.

Keys can be accepted out of hours – we will provide the full student move out details towards the end of your tenancy.

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Schedule 2

This whole section relates to the landlords obligations.

3 Interruptions to the tenancy

Landlords in many cases will be able to re house a tenant. If this is not possible, the rest of this clause would be appropriate. This is for very extreme circumstances such as fire & flood.

Data Protection

The term "any other interested third party" relates to anyone who has a legitimate legal interest within the course of business, and does not relate to passing peoples details to unauthorised third parties e.g. marketing.