

Briefing Note

Accommodation - Rules that apply to all lettings...

The following is broadly taken from Better Renting Scotland guidance but applies equally to the rest of the UK. It is a summary and should not be taken as an authoritative guide to the law.

If you need advice about your particular circumstances you should consult a solicitor, Citizens Advice Bureau or housing advice service.

Management

1. As part of a contract, the terms of any tenancy or occupancy agreement must be clear, fair and lawful. Any terms that do not meet these conditions cannot be enforced. (*Unfair Terms in Consumer Contracts Regulations 1999*)
2. The landlord must give the tenant details of their name and address, and the name and address of their agent, if they use one.
3. The landlord must use correct legal procedures for seeking possession of the accommodation (if the tenant does not leave when they are asked to). In most cases this means giving proper notice, and ultimately getting a Court Order. It is a criminal offence to evict a tenant unlawfully, or to use harassment to try to make them leave. The leaflet [Protection against Harassment and Unlawful Eviction](#) gives more details ([or for Scottish version click here](#)).
4. The tenant has a right to enjoy their home in peace.
5. The tenant must not cause disturbance or nuisance to neighbours or other tenants.
6. Houses of Multiple Occupation should be properly registered. In Scotland all landlords, apart from resident landlords, must be registered with the local authority.

Physical

7. The landlord must keep the accommodation wind and watertight and generally fit to live in. In particular, the landlord is responsible for keeping the structure and exterior of the property in good repair, including drains, gutters and external pipes.
8. The landlord must make sure the installations for the supply of water, electricity and gas, and the appliances for heating the house and heating water, are kept in good repair and in working order.
9. The tenant must use the house in a proper manner, take care of it and make sure it is not damaged. The tenant is responsible for repairing any damage they or their visitors cause.

10. The tenant must inform the landlord if any repairs are needed.
11. The occupier of a house or flat is responsible for taking their turn at cleaning common areas.
12. The landlord must have any gas appliances checked annually by a Gas Safe registered contractor, and obtain a gas safety certificate. He must provide tenants with a copy of the certificate, and keep the records for at least 2 years. (*Gas Safety (Installation and Use) Regulations 1998*)
13. All furniture and furnishings provided by the landlord must comply with the Furniture and Furnishings (*Fire*)(*Safety*) *Regulations 1988*.
14. The landlord has a general duty to make sure that all electrical appliances he provides are safe to use (*Electrical Equipment (Safety) Regulations 1994*).
15. The tenant has a right to adapt their home, either to make it suitable for a disabled person who lives there or to take advantage of government schemes to provide central heating or energy efficiency. The tenant is responsible for organising and funding the work, with grant if available. The landlord cannot refuse permission or impose conditions without good reason.

Money

16. No charge must be made for a person to have their name put on a list for accommodation.
17. No charge must be made for drawing up or copying the tenancy agreement.
18. If a deposit is required, it must be no more than the equivalent of two months' rent.
19. The tenant must pay their rent on time.
20. If rent is paid weekly, the landlord must issue a rent book and enter a receipt for each weekly payment.