

Private Accommodation - FAQs

Q: I have signed a contract but will no longer be living in the property in Term 3 due to COVID19 - can I terminate my housing contract?

A: If you have signed a housing contract in private accommodation, it does not mean your contract is now null and void. Unless you and your landlord agree a mutual surrender/termination then your contract will continue along with all its responsibilities and liabilities.

We are advising students to try and negotiate an early surrender where possible - if a mutual agreement can be achieved, this would benefit both the student and the landlord. If you and your landlord are unable to reach a mutual agreement, you are still liable for the rent and will need to continue make payments to your landlord as set out in your tenancy.

Warwick Students' Union, supported by our local MPs, have written a letter to private landlords in the area seeking their support to release students from their tenancy. We are hoping that private landlords will support our plea for an early surrender – however, unfortunately we are unable to enforce this request.

Q: If I decide not to pay my rent, can my landlord take me to court?

A: You are still contractually bound to the responsibilities and liabilities set out in your tenancy agreement – meaning that your landlord may take court action to recover the rent and their costs if you decide to abandon your rent payments. We are advising students to discuss this with their landlord and try to come to a mutual agreement to avoid court action.

Although your individual circumstances may not seem fair, try not to compare your situation to that of another student. The country is dealing with an unprecedented situation that no-one could have anticipated or prepared for given the complex nature of the housing market. Students will receive various different responses from their agent/landlord, which are unlikely to be equal or the same. We are asking students to also take into account the fact that some landlords will need to make a living too and manage their own financial commitments (despite the typecast that landlords are out to take advantage of their tenants).

Q: I can't afford to pay my rent as my income has changed - what shall I do?

A: Many students may have lost their part-time jobs or other sources of income as a result of the Covid-19 pandemic. We advise that you first speak to your landlord or agent and see if they are able to help - you may want to try and reduce the payments and pay over a longer period, or you might want to try and negotiate an affordable payment plan. If you are experiencing financial difficulties as a result of the current disruption, you may also be eligible for support from the University's hardship fund.

Q: I've heard that landlords can get a mortgage break, so why should I pay?

A: Landlords may have their own mortgage commitments – however, they might be able to apply to their own lender for a mortgage break or ‘holiday’, and the government intended for this flexibility to be passed onto tenants. Please note though that a mortgage break simply delays or extends the period over which the mortgage has to be paid. All parties – that includes landlords and tenants or prospective tenants - should not be disadvantaged by a situation which is outside of their control.

Q: *Will I still get my third Summer term Student Maintenance Loan Payment?*

A: Yes.

Q: *Home students will still get their Term 3 student loan instalment, but those who have left University-owned accommodation no longer have to pay rent. How is that fair?*

A: The University made this decision, but they have no control over what other providers decide to do. Landlords and providers are not required to act identically. If you decide not to pay, you or your guarantors run the risk of being pursued for those costs at a later point.

Q: *Can I be evicted?*

A: In theory, yes you can be evicted for breach of contract - however it is probably highly unlikely given the current situation. The government has been clear that it expects landlords to be flexible with regards to situations that are caused by the Coronavirus outbreak, and attempts to seek possession would probably not be considered favourably by the courts. They have now issued [guidance for Landlords and Tenants](#) on rents, possession and access. The Coronavirus Act 2020 temporarily requires most landlords to give you 3 months’ notice requesting possession. Additionally, any possession proceeding will be halted from 27th March 2020 for 3 months. These scenarios are rare in student accommodation, but whether there will be an increase as a result of the current situation, only time will tell. If possession is being sought for an issue that is not related to the virus outbreak, this might be a different matter. In all circumstances where possession is threatened or actioned, please seek advice immediately. This is explained further on the [Shelter website](#).

Q: *Do I waste my student loan on paying rent to my landlord even if I don't live at the property?*

A: If you have a contract, you are liable for the rent. If your landlord has not agreed to a surrender of the tenancy or a delayed/reduced rent payment, then you could be pursued for the unpaid rent and breach of contract. The maintenance loan is paid for you to pay for these types of outgoings.

Q: *I have lost my job and can't pay my rent and/or living costs.*

A: First of all, contact your accommodation provider/landlord/agent and explain the situation and see if an agreement can be made to pay the rent late/at a reduced rate over a longer period, or a combination of the two. Have a look at what costs are committed and essential, and try to reduce or eliminate costs that are not essential.

Q: I have signed a tenancy contract for the 2020/21 Academic Year - what happens if the virus is not under control by then?

A: Technically you have signed a contract but, given the current restrictions on movement and government guidance not to move, this would be difficult. If the property is not occupied and you will be living alone, this may still be possible. Landlords may still hold you liable, but you are advised to discuss this with them. Your landlord may be willing to adjust the tenancy term. Depending on what the position is at the time your tenancy starts, then moving into a property - especially a house in multiple occupancy - may be ill-advised or against government guidance, creating additional health risks. If you don't take possession, it would be up to a landlord to decide if they would pursue you legally. They may have insurance that covers them for this eventuality and so they may decide to make a claim rather than pursue a legal action, but you cannot rely on this. As a minimum, it would be highly likely you may lose your deposit if you paid one.

Q: I have paid a holding deposit but not signed a Tenancy Agreement, can I back out now?

A: If you are a prospective tenant and have viewed a house and paid a holding deposit but are yet to sign a tenancy agreement, you have effectively entered into a verbal commitment to the tenancy. Some may hold you to the tenancy until it is re-let, some will re-let the property and simply retain the holding deposit. Check your paperwork and speak to the landlord/agent to see what the position is. Either way please get what has been agreed in writing. You can still negotiate with your landlord to see if they will re-let the property but they do not have to. Also if they are not able to find a replacement tenant they may hold you to the contract.

Q. Can my security deposit be released to pay for my rent?

A: No - the deposit cannot be released until the tenancy ends, so unless your landlord is agreeing to a mutual surrender of the tenancy then the deposit must remain protected by the scheme. It cannot be used as part-payment of rent or to offset against rent arrears.

Q: Should I book my accommodation for September 2020/21?

A: The position with regards to how/if courses will commence in September 2020 is still very unclear. Whether you should book accommodation now is a difficult one to answer. You may wish to seek reassurances about what happens in the event that the course remains online or does not commence, or if the movement restrictions are not lifted. We are aware that some providers are offering applicants 'free cancellation' options. However, on closer look, these are usually only in specific circumstances and are restricted, so we advise you to be clear on what you are able to commit to.

Q: I still haven't arranged accommodation for the 2020/21 Academic Year - should I continue to do this?

A: Firstly, try not to panic. The rental market is going to be very difficult to navigate at the moment, and viewings will be impossible given the movement restrictions. Agents and Landlords will also be having difficulty marketing their properties, and most will do this online. Some landlords or agents are using different methods to viewings to showcase their properties. These include 360 degree video technology, arranging with current occupiers to provide live video tours to applicants via WhatsApp, FaceTime or Skype. Alternatively, an occupier could pre-record a property tour so that agents can share it with an applicant. We would strongly advise caution against paying a holding deposit or signing a contract for a property you have not actually seen. Until you definitely know that studies will return to normal on campus then it might be worthwhile waiting. Agents should advise clients to be patient and not to exchange contracts unless the contracts have explicit terms to manage the timing risks presented by the virus. If in doubt, seek advice.

Q: *My landlord or agent wants to conduct viewings. Should I let them in?*

A: Property inspections, non-urgent maintenance, and accompanied viewings should not be undertaken. There should be no unnecessary visitors to your home. If the landlord or agent wishes to market the property with you, they can discuss alternative methods of doing this with you such as virtual viewings via 360 degree video technology, or arranging with current occupiers to provide live video tours to applicants via WhatsApp, FaceTime or Skype, or you pre-recording a property tour. The advice is for people to stay at home and away from others, meaning that you should not invite unnecessary visitors into your home. This would include property agents to carry out a market appraisals/viewings/inspections, or to take internal photographs prior to marketing.

Q: *My property needs repairs/inspection/compliance checks to be done. Do I have to allow them in?*

A: As with viewings, visits to the property should not be undertaken in all but urgent scenarios. You should continue to log all repairs/disrepair as normal via non face-to-face methods of reporting, regardless of urgency. If you are not clear on how to do this please consult with your landlord/agent or provider. It is likely only urgent repairs or essential health and safety maintenance will be attended to anyway. Examples of urgent repairs include dealing with health & safety and security matters, or loss of any key installation such as hot water, electricity, gas supply (as opposed to repairing a blind or providing replacement furniture).

Landlords, agents and accommodation providers and their employees and/or contractors must take precautions where they are having to attend, with the government guidance kept in mind. When works needs to be carried out in someone's home (for example, by tradespeople carrying out repairs and maintenance), this can continue, provided that the tradesperson and the occupants are well and have no symptoms. It will be important to ensure that Public Health England guidelines, including maintaining a two-metre distance from any household occupants, are followed to ensure everyone's safety. No work should be carried out in any household which is isolating or where an individual is being shielded, unless it is to remedy a direct risk to the safety of the household (such as emergency plumbing or repairs), and where the tradesperson is willing to do so. In such cases, Public Health England

can provide advice to tradespeople and households. No work should be carried out by a tradesperson who has Coronavirus symptoms, however mild.

Precautions might entail asking occupiers to leave or stay in another room whilst work is completed. If you do allow contractors into the home in order to conduct urgent repairs or legal compliance checks and you feel this can be done safely, then the landlord/agent/contractors need to conduct this [guidance](#) in mind.

Landlords are legally obliged to ensure regular gas and electrical safety inspections are conducted, and failure to do so could lead to them being prosecuted. They are required to provide relevant certification at the beginning of a tenancy (and carry out all scheduled inspections and tests where required). Landlords should make every effort to abide by existing or forthcoming safety regulations. If a landlord cannot do this due to difficulties with access, they must be able to demonstrate they have taken all reasonable steps to comply with the law. Guidance can be found on the [Gas Safe Register](#) and in the government guidance for [Landlords and Tenants](#).

Q: I have left my property. Do I need to let my landlord/agent or accommodation provider know?

A: You should definitely let them know. They need to know if you have just left during the current outbreak and lockdown but have left your belongings in the property and intend to return, or if you have left for good and removed your belongings. Your tenancy agreement might also have a clause stating a specified period of non-occupation where you are required to notify them, so please refer to your agreement. If you are in shared housing, you should indicate if everyone has left or who remains. This is important for a number of reasons: for health and safety, for contingency plans should this situation not improve by the tenancy changeover date; for maintenance and access, and not least for security. There may be an increased risk of burglary with empty homes so, if you have left your belongings, make sure you are insured.

Q: I am in a property at the moment and my tenancy is due to end by the summer. Should I move out given the restrictions on movement?

A: The restrictions may well change before your tenancy ends, so continue to refer to guidance. Please speak to your landlord and agent in the first instance. All parties are encouraged in the Government guidance to adapt and be flexible to alter their usual processes in respect of moving home. Currently, wherever possible the guidance is to stay at home and away from others at all times, and there are the specific measures for those who are presenting symptoms, self-isolating or shielding. Prioritising the health of individuals and the public must be everyone's priority. For summer moves, this will depend entirely on what the position is nearer the time and what Government guidance is at that point. It might require your tenancy to continue as a periodic tenancy. You can find more information about this on the [Shelter](#) webpages.

Q. I am due to move into a new property over the summer. What should I do?

A: We are hopeful that the situation with the virus will improve before the majority of tenancy changeovers/checkouts start. Currently, renters should - where possible - delay moving to a new house while measures are in place to fight coronavirus (COVID-19). If moving is unavoidable for contractual reasons and the parties are unable to reach an agreement to delay, people must follow advice on staying away from others to minimise the spread of the virus. This is particularly relevant for Houses in Multiple Occupation/Shared Housing. In the new emergency enforcement powers that the police have been given to respond to coronavirus, there is an exemption for critical home moves, in the event that a new date is unable to be agreed. In line with government's advice, anyone with symptoms, self-isolating or shielding from the virus, should follow medical advice, which will mean not moving house for the time being, if at all possible. In the event the previous tenants have not been able to move out before your tenancy starts, you should speak to the landlord/agent to see if alternative dates can be agreed to move, to a time when it is likely that stay-at-home measures against coronavirus (COVID-19) will no longer be in place. Additionally, if you are moving into a house of multiple occupation, you need to discuss this with your housemates before you arrive, if anyone presents a risk to others