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## **MONEY BOX LIVE**

**Presenter: VINCENT DUGGLEBY**

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**DUGGLEBY:** Good afternoon. We're talking about renting and letting on this afternoon's programme. In the last couple of years many would-be homeowners have found it increasingly difficult to get a mortgage and have had to look for a flat or house to rent. Others who can afford to buy have decided to stay out of the market in the expectation that house prices have further to fall. Either way there's a shortage of suitable properties in some parts of the country and rents are being driven up according to the Royal Institution of Chartered Surveyors. Two particular issues facing landlords are the changes to housing benefit and the local housing allowance, which are aimed at cutting the amount of government subsidy. Those involved in student lets will also need to be aware of the rules for multiple occupancy, which have been tightened up. That said, striking a balance between the interests of landlords and tenants isn't always easy when disputes arise over repairs and maintenance, health and safety, damage to the property, notice to quit, the return of a deposit, and when rent can legitimately be withheld. Those who bought a couple of flats hoping they'd steadily increase in value and the rent would cover costs may be finding that being a landlord is somewhat less profitable than they thought. Of course it's always possible to hand over the management to an agency, but how much will it cost and who's ultimately responsible if things go wrong? As always, the questions are up to you and you can call Money Box Live on 03700 100 444. With me, Chris Town, Vice Chair of the Residential Landlords Association; Liz Dann, Housing Adviser with Citizens Advice in Harrow; and Dominic Preston, a barrister and housing law specialist with Doughty Street Chambers. The number again: 03700 100 444. Cracking on with Jim

in Manchester. Hello Jim?

**JIM:** Hello. Afternoon, Vincent.

**DUGGLEBY:** Good afternoon.

**JIM:** I've never let before. The reason we're thinking of letting our property: we live in a tied cottage, have to live there but I want to retire; we live 300 miles from the home we own; we can't sell it because the market is flat; we're 300 miles. We think we'd get a reasonable rent for it, sort of £700 a month. What are the pitfalls of letting? What are the things we must do and how much are we likely of £700 to end up with net at the end of a year?

**DUGGLEBY:** I think we'll leave that last one because there's too many considerations. Obviously you can claim expenses. But let's go straight to Chris for a quick rundown , an aide memoire for would-be landlords.

**TOWN:** Thanks, Vincent. Yes, well first of all you would need an EPC.

**JIM:** What's an EPC?

**TOWN:** An Energy Performance Certificate.

**JIM:** Yeah, got one of those.

**TOWN:** Right. So you need that before you even let the property. Has it got gas at the property?

**JIM:** Yes.

**TOWN:** You'd need a gas certificate.

**JIM:** Yeah.

**TOWN:** Have you got one of those?

**JIM:** Not at the moment.

**TOWN:** Well you'd need to get in touch with a Gas Safe registered engineer to get that work done. You would normally need to do an inventory of the property before you let it.

**JIM:** Is it better to let furnished or unfurnished?

**TOWN:** Well it's much easier to let unfurnished because clearly you don't have the responsibility of the furniture and you don't have the potential losses of damage to that, and it makes the inventory a lot simpler. If you're taking a deposit, you would need a very good inventory to make sure you keep your rights ...

**DUGGLEBY:** (*over*) And there's rules about deposits as well.

**TOWN:** There are indeed rules over deposits. You'd have to secure it with one of the government schemes. That's either the custodial scheme - the DPS - or the MyDeposits scheme, which is for landlords, which is an insured scheme where you keep control of the deposit but you have to pay an insurance sum to cover that. And there's rules on notifying the tenant of who's looking after the deposit for you or who's covering it for you and you must give them that information within a prescribed period, and at the end of the tenancy of course you do the check out and check that the property is in as good condition as it was when you let it and so on.

**DUGGLEBY:** Okay, we've got the sort of fundamental list of the things you have to do before the tenant even moves in. But then of course you've got the contract to sign - usually a shorthold assured tenancy. So Dominic?

**PRESTON:** The one piece of advice I'd give somebody if they were really entering into the market right at the beginning is actually to use an agent. Now as time goes by, you might actually think that an agent isn't worth it and that would be a matter for you, but I ...

**JIM:** *(over)* But the difficulty of that is being such a long way away.

**DUGGLEBY:** Yeah, you're so far away.

**PRESTON:** But I do think there's one thing an agent will do. Firstly they'll have a contract that's available for you, they'll know what certificates are needed, they'll know what advice to give in terms of how to furnish or what's good in that market area. So I would take advice, and the best advice is a decent reputable agent in your area. And it also gives you the opportunity of learning on the job if that makes sense. It allows you to ...

**JIM:** *(over)* I mean what sort of fees does an agent charge?

**PRESTON:** I couldn't tell you what fees they charge, but you're perfectly entitled to shop around as it were and look to see who is best. But I think if I were entering in the market right at the beginning, I'd go for reputation.

**DUGGLEBY:** Just back to you then, Chris, briefly on this question of agents fees. Is there a percentage they charge normally of the rent?

**TOWN:** Well it varies widely across the country - anything from 15 per cent of the rent per month down to 8 per cent of the rent per month.

**DUGGLEBY:** And that would be for a full management service?

**TOWN:** Full management. Yeah, that's full management service.

**DUGGLEBY:** Yeah. Because if you just hire an agent to get you the tenant and then look after it yourself, of course they will charge you a flat fee for doing that ...

**TOWN:** Yes.

**DUGGLEBY:** ... but then you're on your own in terms of breakdowns, repairs, maintenance and so on.

**TOWN:** Yes.

**DUGGLEBY:** Okay, well there's a quick rundown for you, Jim.

**JIM:** Can I ask a final question? What pitfalls are there?

**DUGGLEBY:** Oh no, I think we ... (*laughter*) There are plenty of pitfalls. You carry on listening to the programme and I think when you've heard some of the tenants that we're going to have on the programme, I think you'll realise what the pitfalls are.

**JIM:** I may want to turn off. Thank you very much.

**DUGGLEBY:** Hope not. Right now Georgina in Canterbury, your call.

**GEORGINA:** Hello. We've been renting our property to the same tenant for about 4 years now and the rent has stayed the same. We're looking to try and increase it slightly to get in line with other properties in the area and just wondered what procedure, if anything, we need to follow.

**DUGGLEBY:** Okay, well I'm going to bring in David from Battersea with a similar question. David?

**DAVID:** Yes, hello.

**DUGGLEBY:** You're I think in the same position, wanting to raise the rent?

**DAVID:** No, I'm the tenant. It's not that I'm wanting to raise ...

**DUGGLEBY:** (*over*) You're the tenant. I'm sorry. I beg your pardon, yes.

**DAVID:** Yes, I'm the tenant and the rent has not been increased for about 4 years, and at this point I suspect it's probably below market value, the rent. I'm wondering by how much and when may the landlord increase the rent because he has shown an interest in conducting a rent review?

**DUGGLEBY:** Okay, so we've got a tenant on the one hand with the prospect of a rent increase, and a landlord on the other hand wishing to if possible negotiate or impose a rental increase. Now can you deal with the general principles, Dominic? Is it just a matter of doing a new tenancy?

**PRESTON:** One of the quick questions that I would ask is whether or not, in both cases, the tenancies are assured tenancies. It's likely to be assured.

**GEORGINA:** Yes.

**PRESTON:** The second question is whether or not the tenancies have both come to an end - i.e. the fixed period of the tenancy has come to an end. And if that's the case, then the most likely way of increasing the rent is actually by agreement. So that would be the first port for call - for the landlord and the tenant to as it were look at the rents in the area and to come to a view as to what is a manageable rent between them. Landlords don't necessarily want the hassle of changing tenants, but equally they want a fair return. Tenants don't want the hassle of having to move, but equally they accept that they maybe get slightly under. If that were not the case, the landlord could use a statutory provisions Section 13 and 14 of the Housing Act 1988, but in this case, I would expect it to be made by negotiation.

**DUGGLEBY:** Would you in your experience, Liz Dann, expect that a new agreement would be put out? Is that what usually happens?

**DANN:** That is what usually happens. And I'm looking ... David lives in London. There is definitely an upward pressure on rents. He asked how he would find out what is a reasonable rent. You just need to look in local newspaper adverts and talk to some agents and get an idea of what's being charged in your area for similar properties.

**DUGGLEBY:** But there's no sort of right of appeal, or is there?

**DANN:** Well there is. Once a landlord has ... If it's not agreed and the landlord serves a notice, the tenant then has a period - I think it's a month - in which they can ask for the matter to be referred to an organisation called the Rent Assessment Committee, but they will look at what is a market rent in your area.

**DUGGLEBY:** But Chris Town, presumably you know by negotiation if possible?

**TOWN:** Always in the first instance by negotiation. But clearly for both the tenant's interests and the landlord's interest, they should always have a current tenancy agreement in force.

**DUGGLEBY:** Okay, well there's no reason why ... I mean after all we've had quite high inflation recently, so I suppose one would expect that rents are likely to rise probably slightly quicker than they may have done in the last few years.

**DANN:** I think they have been rising in the last couple of years.

**DUGGLEBY:** Okay onto Claire in the Isle of Man. Claire?

**CLAIRE:** Hello.

**DUGGLEBY:** Your call.

**CLAIRE:** Yes, we moved into a rented property in January and discovered that there was a problem with one of the pipes. It had probably burst during the very cold winter last year and it was causing the central heating system to fail every few hours. Obviously we were concerned about the large amount of water that the pipe was losing and we didn't know where it was coming out in the house at the time. But our landlord basically said we had two choices - to either accept a very minimal reduction in rent each month and put up with it; or if a plumber was due to come in to repair it, we would have to move ourselves and the majority of our things out, but they weren't willing to cover the full cost of us doing that. Now my main question is: is the rental contract actually still valid if we moved into the property in that state, you know besides the fact that the way we've been treated you know trying to sort the problem out?

**DUGGLEBY:** Okay, well first of all let's get the legal position from Dominic.

**PRESTON:** Just in terms of termination of the contract, I think that it's unlikely that the disrepair that you describe would mean that as it were they could treat the contract at an end. That doesn't mean that there wouldn't be provisions within the contract that you could use to terminate it early, so that's a separate issue. On the question of the water damage and your rights, the landlord may have reduced the rent, but he still has an obligation to repair even with a reduced rent and you would be entitled to claim damages if indeed you could show that it was a breach of the tenancy agreement. In your case it's a breach of the covenant to keep the heating and hot water in repair and proper working order. So it looks to me as though he has noticed, he knows about it, and that you probably have a claim. The issue of course is if you're still in a property and you don't want to leave, well then it becomes an issue of whether the landlord would actually rather move you out than keep you there if you're suing him for damages or whatever it might be.

**DUGGLEBY:** From a practical standpoint, Chris, how would you be handling this?

**TOWN:** Well clearly, as Dominic says, the landlord has an obligation to maintain the services in the property and hot water's quite a vital service. I just wonder if he's



provided a backup hot water system as a temporary measure to keep you in hot water, or you just simply have no hot water at all?

**CLAIRE:** We did actually persuade the plumber to make a temporary repair after about 3 months. He really didn't want to even make a temporary repair because the pipes are in such a state. But the other problem is that they did put a clause in our contract saying that we were responsible for the pipes and the boiler and that kind of thing. But they did agree when we reported it - because we reported it as soon as we moved in - the landlord did say he wouldn't stand on that right. But I'm not sure whether he could have even stood on such a right anyway, could he?

**DUGGLEBY:** Well we'll soon find out. *(laughter)*

**PRESTON:** Well the simple answer is he cannot contract out of his obligations under Section 11 of the Landlord and Tenant Act. They're imposed by parliament. He has to keep the heating and hot water in proper working order, and any contract that says otherwise is null and void.

**CLAIRE:** Right.

**DUGGLEBY:** We've got an email from James in Torquay and he's concerned that after two and a half years of renting his house (he's a tenant) there's been no check on the gas boiler, and he thought the landlord was under a legal obligation to provide a certificate. And also he's got a leak in the shower, which is getting worse - it's affecting the plasterwork in the kitchen. He's written to the landlord, but he's got no response, and he wants to know whether he can get the work done himself and withhold the rent and, if not, what can he do? Let's just deal first of all with this gas boiler, Chris.

**TOWN:** Yes, well he obviously needs a gas safety certificate and he should press his landlord to produce one and have that work done because of course he's putting himself in danger and the landlord's open to prosecution if he doesn't carry out that test.

**DUGGLEBY:** Who can enforce it?

**TOWN:** It's enforced through the ... (*sighs*)

**DUGGLEBY:** Is it the environment council is it?

**TOWN:** I think environmental health could enforce it, but ...

**DUGGLEBY:** Liz, perhaps you can just elaborate on that one?

**DANN:** I mean I certainly would advise a tenant in that position to contact their local environmental health department who will write to the landlord, and if there's a hazard at the property can take steps to force the landlord to carry out repairs.

**DUGGLEBY:** Now what about this question of a leaky shower and plasterwork and the kitchen being affected and that sort of thing, Dominic? What's the position there?

**PRESTON:** Well again I think I would use the local authority to help even with that, particularly when you've got one thing which is very much in the health department's remit - namely the gas certificate. They can also deal with the other problem as well. Having said that, the other problem, the leak, would also come within repairing obligations, potentially within repairing obligations, and could be something that he could look to - go to a solicitor or go for advice and look at his rights on the tenancy.

**DUGGLEBY:** Chris, again one can't really understand quite why landlords would allow a property to deteriorate.

**TOWN:** No, it seems very strange. I just wonder if the landlord's received this request for repair because he's never been out to inspect the repair, he's never made any attempt to do the gas safety certificate. It's quite surprising that he's never come back to the tenant on that, but I guess these things happen.

**DUGGLEBY:** So another letter perhaps to the landlord and then with perhaps the mention that you'll call on the local authority?

**TOWN:** Yes, absolutely, make the threat and see what happens. And if all else fails, call the local authority.

**DUGGLEBY:** Indeed. We've got a wide variety of claims that properties aren't properly maintained. This one is from Gary in Norwich and he says that ... He's a landlord and he says: 'The tenants have been in the house for 2 years and are requesting the kitchen floor should be replaced. Well I've had a look at it and they don't say it's dangerous or worn out; they just want a new one.' How do you deal with that, Chris?

**TOWN:** Well this is a subjective question of course. It's obviously a cosmetic issue. I think being a landlord myself, I would meet with the tenant and negotiate. And quite often this happens where the tenant just wants to upgrade the look of the property at the landlord's expense, of course, but maybe he can meet them halfway on it.

**DUGGLEBY:** Okay, Rebecca in Rochdale, your call now.

**REBECCA:** Hello, yes. My property that I moved into last September, it seemed fine at the beginning but there's now damp in the bedroom. So I've got rid of my bed because that's getting all the damp. The oven thermostat doesn't work, so it just gets hotter and hotter and then cuts out. There's no gas certificate even though I've contacted the landlord on several occasions.

**DUGGLEBY:** So similar to our previous problem?

**REBECCA:** Yes. And it's like deja vu because I moved out last September from a similar property where the landlord seemed pleasant but when I wrote to him, having taken advice, all he did was come and looked round the house and gave me notice to quit even though environmental health had given a damning report on the property.

**DUGGLEBY:** Indeed. I'm going to bring in Liz Dann here because this is a theme running through the calls - that they're frightened of being given notice to quit. And of course if the market is tight, I guess they are right to be frightened.

**DANN:** Tenants are right to be frightened. And I assume, Rebecca, you've got an assured shorthold tenancy? I don't know, how long is it for?

**REBECCA:** Well it's out of the 6 months now because it came out halfway through March.

**DANN:** So your landlord, if he doesn't want to carry out the repairs, unfortunately can serve you with notice, giving you 2 months notice. And it is a problem. The repairing responsibilities, if you've been listening to the rest of the programme, have been explained, and he should provide you with a gas safety certificate. I would write to him requesting a copy of that. He is also responsible for making sure that all electrical appliances are safe; and if there is damp at the property, that needs to be looked at and it probably would be a good idea to contact your environmental health department. But unfortunately with assured shorthold tenancies, it is very easy for a landlord to ask you to leave.

**DUGGLEBY:** Indeed.

**REBECCA:** Yes and you'd only take it to a solicitor because you don't know what it ... I did last time and the costs could have you know rocketed because if it went to court he'd need to get a barrister and everything.

**DUGGLEBY:** Well we've got a barrister here and I'm sure you've got a minute of his time completely free. Dominic?

**PRESTON:** It is very much a question for you. You have to decide the degree to which you want to put up with the trouble that you've got in the property against asking the landlord to deal with it or moving on somewhere else. And it may be that

the landlord will take the view that in fact the next tenant and the next tenant after that and the one after that are all going to complain and cause him trouble and it costs him money to get a new tenant in. So you're not without some pressure, but you're not necessarily without the possibility the landlord will come good, but ultimately it's a question of deciding whether it's really worth putting up with those difficulties and moving on. But you're right, it is expensive. On the question of expense, again I would say look to the environmental health department to try and get assistance because you don't pay for it.

**DUGGLEBY:** Okay, moving on now to Trish in Charlton Mackrell which, for people who don't know it, is a lovely little village in Somerset near where I used to live.

**TRISH:** Actually it's Kingweston.

**DUGGLEBY:** Is it?

**TRISH:** Yes, it's not Charlton Mackrell.

**DUGGLEBY:** It isn't. Oh well it's that part of the world anyway.

**TRISH:** Yeah.

**DUGGLEBY:** Very nice too. Right, Trish, your question?

**TRISH:** Yes, when you have somebody in your ... We let our cottage and when you have someone in the cottage that then doesn't pay you your rent. We've issued them with a Section 21 and a Section 8 and we're taking the person to court. But what I want to know is once you take someone to court and you win your court case, they can easily move out of the area, maybe go to Scotland, and then you don't get your money. And that obviously isn't quite right.

**DUGGLEBY:** Okay. Right, so we'll get a comment on that one from Chris. Can you

just first of all explain those sections, Chris? What are they? Has Trish done the right thing?

**TOWN:** Yes. If it's in the fixed term, you serve a Section 21b, which is a mandatory term which means that at the end of the tenancy, providing it's been served 2 months before the end of that tenancy, then the tenants must leave. If it's outside the 6 month term, it's not on a fixed term tenancy, then a Section 21a, which means you're at the mercy of the court on that one and, Dominic, I'm sure will comment on that. But, yes, to enforce the repayment of the rent, you would find it very difficult if they moved out of the area, I'm sure, and this is a problem.

**TRISH:** Well yes. And obviously with the person in question, you know that's happened before. But you know as a landlord you have no rights and under data protection you can't find the person once they've left the area. It seems total injustice really.

**DUGGLEBY:** Okay, well let's get a comment from Dominic on that.

**PRESTON:** Just a thought. Very often in these circumstances tenants do get into difficult straits and some of them actually don't know, for instance, they might be able to get housing benefit or something like that when things go wrong for them. So I don't know whether ... I would suggest talking in the first instance. Now I'm sure that you're beyond that listening to the question, but I would try and find out what the problem is as a landlord, so as to see whether or not there are options which actually help you get your money in. Because the only alternative is to take possession and get a different tenant in, and obviously that costs you money (as you've just described) and it's unlikely you'll get the rent back.

**TRISH:** Well he hasn't paid for 14 months.

**PRESTON:** Well in which case that is a matter which you're obviously going to have difficulties getting your rent back because it's a large sum.

**TRISH:** Sure.

**PRESTON:** But when you get these problems, I do suggest dialogue. And if that doesn't work, then I'm afraid the only option is possession.

**TRISH:** He's a great talker. We've done lots of dialogue. *(laughter)*

**DUGGLEBY:** So are we. Right, okay, there's a couple of questions, emails come in about fees that tenants can't understand - an administration fee of £85 mentioned here for renewing a tenancy, somebody else being charged £75 at the end of a tenancy, and confusion over what these fees are for, Liz. Are they part of the contract or what?

**DANN:** The tenant does need to look at their contract and find out whether there is provision in the contract to charge those sort of fees. Many tenants when they contact accommodation agencies or letting agencies will be charged some kind of administration fee.

**DUGGLEBY:** The agency charges it?

**DANN:** Yes, but they should be told about that at the beginning when they approach the agency. I haven't heard of checkout fees and I think if you are being asked for a checkout fee, you need to get some advice and look very carefully at your contract, whether there's provision for that in the tenancy agreement.

**DUGGLEBY:** Let's ask Chris. Presumably the checkout fee is something to do to make sure the property's in good repair?

**TOWN:** Yes, if there's been an inventory at the start of the tenancy, then at the end you have the checkout to confirm the condition and that can be tied in with the tenancy deposit legislation as well. So if there are some deductions to be made from the deposit, they can be proven by the condition at the checkout point. But all these charges should be clear and declared upfront before anything takes place at the

beginning of the tenancy, and this is one of the problems - that perhaps people don't get this information. I don't know, but maybe they have had the information.

**DUGGLEBY:** Gareth in Liverpool has had a satisfactory 6 months tenancy, which is about to come to an end, Dominic, and he says he's been told he's got to sign up for another 6 months when he thought the tenancies just rolled on. They don't, do they?

**PRESTON:** They do in the absence of anything else.

**DUGGLEBY:** Ah!

**PRESTON:** And it's always open to the tenant and the landlord, through the agent, to agree a new tenancy.

**DUGGLEBY:** Yes he does say do I have to accept what the agency requests?

**PRESTON:** Well there is a slight conflict of interest between agents and landlords on this. Agents like renewed tenancies because they promptly charge the landlord a fee for having agreed a new one, and sometimes even charge tenants a fee which I'm not entirely sure whether that's appropriate. But agents get their money in this way. It could be that you might want to go to the landlord directly and say do we really need a new tenancy? You're not changing the rent, we have a rolling contract, the terms of the old tenancy apply. Why don't we just leave it the way it is? I'm happy, you're happy, why do we need a new one? But the problem there is that the landlord may be tied in with an agency contract and he may have no choice. But at least give the opportunity of a bit of dialogue again. Using that word again, apologies.

**DUGGLEBY:** Well Ralph in Truro's listened to that. Ralph, I think you're in a similar position. Does that answer your question?

**RALPH:** Yes I've been in rented accommodation for 16 months and I originally went in under a 6 month assured tenancy agreement.



**DUGGLEBY:** Indeed - shorthold assured, yes.

**RALPH:** Where do I stand now?

**DUGGLEBY:** Well, as we've just said, you know it's up to the landlord to decide what to do. It can roll on or a new tenancy agreement can be introduced. Have you got an issue with the landlord?

**RALPH:** No, not at all. No, no, it's just one of the questions one has to ask in this world, I think, at the moment.

**DUGGLEBY:** Okay, well, as Dominic said, it just ...

**PRESTON:** The simple answer is you're not in limbo. You have a tenancy and it continues.

**RALPH:** Even though it was only for 6 months initially?

**PRESTON:** Indeed. Section 5 of the Housing Act 1988 creates a new tenancy on the termination of the old - so long as you're still living in it, so long as you're still living in the property. So you are a tenant. It just goes on to be a monthly or weekly tenancy depending on how you pay the rent.

**DUGGLEBY:** And many landlords - I think Chris Town would agree - having got a good tenant in is not likely to cause disturbance because they want to keep the tenant and avoid the costs of creating a new tenancy for a new tenant. Is that right, Chris?

**TOWN:** Absolutely right. That's what all landlords want, are good tenants. And from the gentleman's point of view as a tenant, it's an advantage to have a periodic tenancy because you can leave the tenancy on a month's notice where a fixed term you'd have to stay to the end of the fixed term. So you're much more flexible from your point of view with a periodic tenancy rather than AST.

**DUGGLEBY:** Okay, Natalie in East London, it's your call. The first time we've got deposits raised, Natalie.

**NATALIE:** Yes. Well we moved into a property, my housemate and I, 2 months ago; handed over a £1,000 deposit. Our landlord didn't do a check-in or an inventory. Now we're asking where our deposit's being held and we've had no response, and that was over 2 months ago and we're just a bit concerned really. Where do we stand when we come to move out?

**DUGGLEBY:** Right. Well now I think there's an issue here, Dominic. They haven't been told, but there's a very clear legal obligation on landlords.

**PRESTON:** There is. The law's going for a slight change in the Localism Bill, but at the moment there is an obligation on the landlord and there will be a continued obligation on the landlord to register that deposit in one of the three schemes. And the purpose of that is that if there's any dispute between you and the landlord, that can go to arbitration under one of the schemes, so it is precisely for the reason that you set out that you get the deposit into one of those schemes. And it's mandatory, they have to do it, and you're entitled to raise that with the landlord; and if they don't do it, you can go to the county court and ask for redress.

**DUGGLEBY:** And that I think, Chris, means that the tenant does automatically get the deposit back - presumably less any damage caused. Is that what happens?

**NATALIE:** Well he hasn't done an inventory or a check-in, so he's supplied no papers to say that we would be in the property.

**DUGGLEBY:** I want to check with Chris though because he knows what landlords would normally do.

**TOWN:** Yes, you would normally do an inventory. He'll find it very difficult to make any charges against the deposit. And clearly from the tenant's point of view, if

the landlord doesn't fulfil his obligations, as Dominic points out, then he's liable for three times the deposit as a penalty. So he's putting himself in a very difficult position.

**DUGGLEBY:** Liz?

**DANN:** I would definitely advise a tenant in this position, Natalie, to draw up your own inventory ...

**NATALIE:** Okay.

**DANN:** ... and to take some photographs of the state of the property. It may be in perfect condition or there may be things that were there when you moved in; and if you have a record of that, if there is a dispute - and hopefully there won't be a dispute - you will have some evidence, and that's important.

**DUGGLEBY:** Right, thanks for that call. We've got one final call from Oliver raising a subject which hasn't come up and that's student lets, student rentals. Oliver, could you be fairly brief if you could, please?

**OLIVER:** Hello, good afternoon. Yes, yes, I'd just really like to know whether or not there is a legal difference between a student house and an assured shorthold tenancy. My son's about to move to one. It's being rented to them unfurnished and I was wondering whether it should be or whatever.

**DUGGLEBY:** Okay, well this is what's called an HMO and it's a huge subject but I'll ask the panel to be as brief as they can, starting with you Dominic.

**PRESTON:** So just dealing ... There are three points here. Firstly, does it matter that he's a student? It only matters who the landlord is. If the landlord's in educational authority or something of that kind, then it might be what you would call a student property. But in your case, you're really talking about a standard tenancy and it's

dictated by the conditions of the tenancy. However, if the structure of the building or the way in which people occupy it as such, that there are different households sharing bathroom, kitchen or toilet facilities, then it's an HMO and that should be licensed.

**DUGGLEBY:** Housing in Multiple Occupation that stands for.

**PRESTON:** I apologise, Housing in Multiple Occupation. And that would ensure that the local authority impose standards that makes sure that the property is up to standard in terms of the facilities available, who the landlord is, etcetera.

**DUGGLEBY:** And I think, Chris, the important thing if you're a landlord in this position, you've got various regulations about multiple occupation?

**TOWN:** You have. I mean the rules around it are it must be on three storeys and five or more people sharing a facility. So if it meets that, it must have a licence, which is the first thing you ask when you go and look at the property, I would suggest - that it's got an active licence and the landlord's keeping up to his obligations there. And the other thing is a tenancy agreement. If it's a joint and severally liable tenancy agreement - that means all the people in the house are on the same tenancy agreement - that's something that you need to watch as well because if you become a guarantor for that tenancy, you could find yourself holding or being responsible for any shortcomings in the rent from others in the building.

**DUGGLEBY:** I've got to cut you off there because we've run out of time, Chris. But thanks very much Chris Town, Vice Chair of the Residential Landlords Association; Liz Dann, Housing Adviser with Citizens Advice; and Dominic Preston, a barrister from Doughty Street Chambers. As usual lots more information and links on the website: [bbc.co.uk/moneybox](http://bbc.co.uk/moneybox). Paul Lewis will be here on Saturday at noon with the next edition of the programme, and I'll be back same time Wednesday afternoon to take more of your calls on Money Box Live and the subject will be mortgages.