

HOW TO RENT GUIDE



March 2023

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Welcome from the Private Accommodation Team

Dear Student,

Looking for accommodation can be a nerve-racking experience, with many things to take into consideration and many questions to be answered. The aim of this information booklet is to assist you through the process of looking for accommodation in the private rented sector.

It can sometimes be a bit difficult to find a place to stay that suits you and your needs, which is why the Private Rented Accommodation team is here to help you. Please be reminded that accommodation options available becomes very limited towards the start of each academic year, so it is very important that your start looking as soon as possible.

If after reading this booklet you still have some questions or concerns, please feel free to contact us.

Accommodation Office
Middlesex University, Hendon
Campus The Burroughs, London NW4
4BT

Telephone: 0208 411 6121
Email: pra@mdx.ac.uk

Before you start your search

Below are some things to think about before you start your search

Where do you want to live? – take into consideration the distance from campus, transport links, local amenities, is it near to your friends and social activities? Make a list of the things that are important to you, so that you can compare one rental property with another.

Who do you want to live with? – If you are moving into a room in a shared property or you are thinking of renting a whole property with a group of friends, you need to consider if you are all well-suited before committing into entering a joint contract. Each person needs to be responsible for their share of the rent and bills, and to take responsibility for keeping the property in good condition.

What can you afford? – make sure that you have a reasonable idea of what you can afford to pay on rent, utility bills, food and transport. Rents vary according to the type, standard and location of the property.

Some rent costs will include bills such as; gas, electric and water charges, however this is not always the case so it is important that you clarify exactly what is included in the rent and get this in writing. For whole and shared accommodation, these charges may not be included (allow at least £40 per person per week for this).

It is advisable not to hand over cash. Always get a receipt for any monies you pay which clearly states what the amount covers.



First Steps

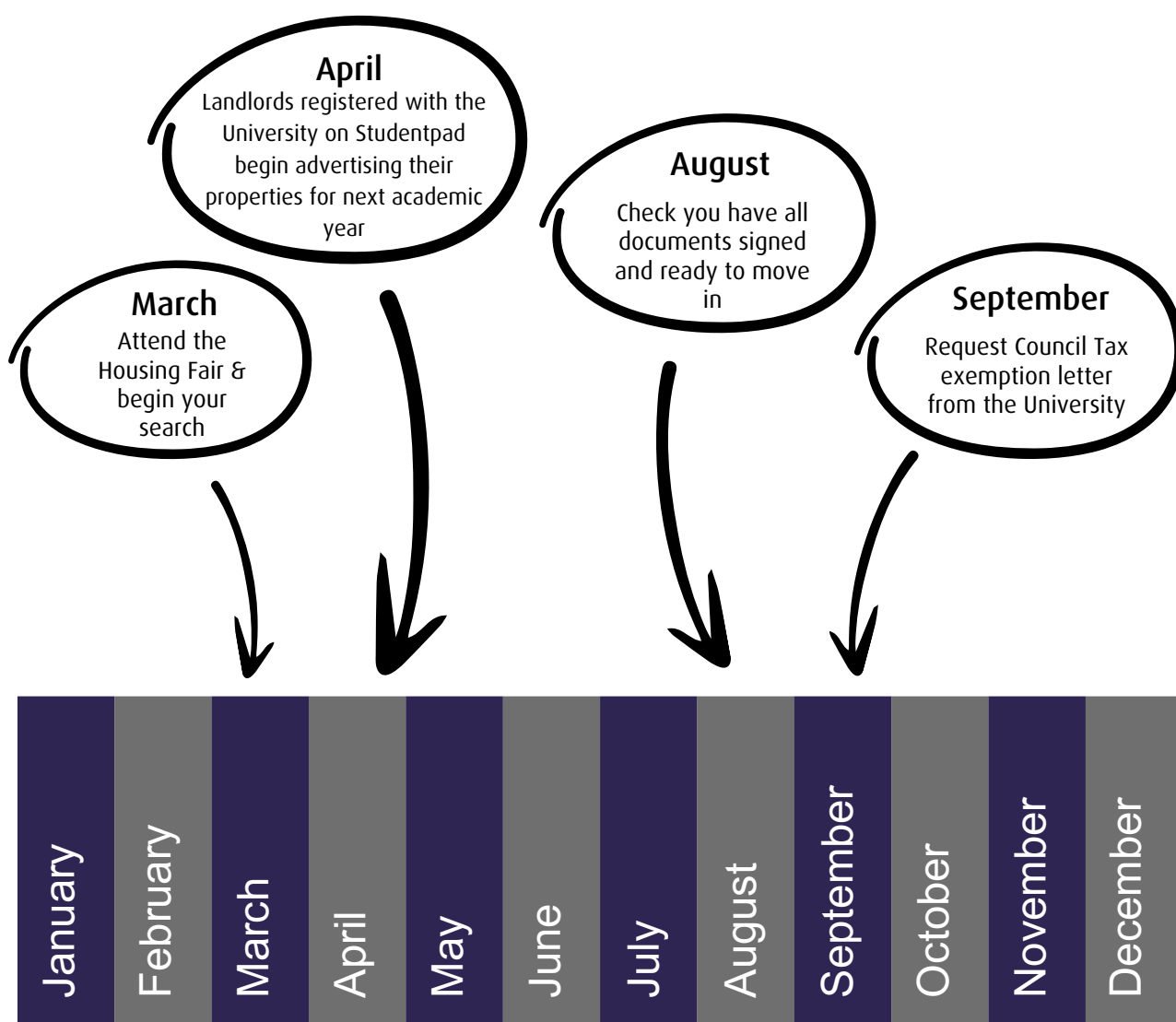
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When to start looking for accommodation

Most properties are being advertised few weeks before the move-in date. However, this can vary depending on the time of the year. It is good to be aware when the busiest periods in private renting to allow for arranging property viewings.

A typical private renting timeline:



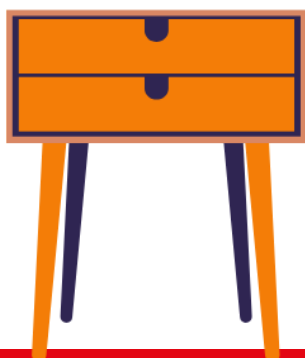
Where to look

To explore the Private Rented Accommodation Team's offer, visit:
www.middlesexstudentpad.co.uk/Accommodation

- Search for a room and whole properties
- Filter results by campus location, property type, size and area, living arrangement, rooms needed, price and availability
- Contact the landlord or agent directly by using the accommodation search tab
- All properties from our accommodation providers comply with all relevant regulations and guidance for such property as set out in the Housing Act 2004

Where can I find leads to private rented accommodation?

- estate/letting agents
- online rent sources such as Right Move and Zoopla,
- newsagent shop windows and
- newspapers can provide leads to private rented accommodation



Letting agents

Estate or letting agencies provide an alternative source of finding accommodation in the private rented sector. A selective list of local agencies is also available on Middlesexstudentpad: www.middlesexstudentpad.co.uk

One way of choosing which agents to use is to check whether they are a member of a professional body.

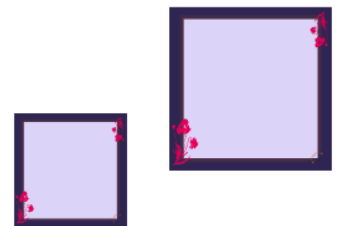
Three of the most reputable are ARLA (Association of Residential Letting Agents), NALS (National Approved Letting Scheme) and the NAEA (National Association of Estate Agents). Details of their members can be found on the following websites: ARLA www.arla.co.uk; NALS www.nalscheme.co.uk and NAEA www.naea.co.uk.



By law, agencies cannot charge you a fee just for providing with the details of available accommodation. They can only make a charge for drawing up contracts, taking up references etc. once they have found you a flat/house that you accept. You are advised to enquire about agency fees and what they cover BEFORE accepting their services.

Be aware that the services provided by such agencies can vary. Whilst some agencies only introduce prospective tenants to landlords, others have a property management role which continues throughout your tenancy and means that the agency is responsible for any repairs/maintenance issues, rent collection etc. rather than the landlord.

It is important for you to know who will be managing your accommodation before you sign a contract. You also have the right to know the identity of the owner/landlord of your accommodation once the contract has been signed.



Online

Aside from letting agencies, there are multiple platforms and groups on social media advertising properties online.

MDX Housing Hub

In this Facebook group, also managed by the Private Rented Accommodation team, students can advertise spare rooms that they might have in a flat with their friends, find a replacement if they are leaving their shared house or generally enquire other students about accommodation.

Scams

Please, ensure not to share your personal details or make any bank transfers before viewing the property and verifying the identity of the person posting the advertisement.

Some websites do not perform checks on the properties being advertised or people who are placing them.

Other websites where agents, landlords and current tenants can also advertise:

- On the Market: onthemarket.com
- Right Move: rightmove.co.uk
- Zoopla: zoopla.co.uk
- Spare Room: spareroom.co.uk



Word of mouth and local advertisements

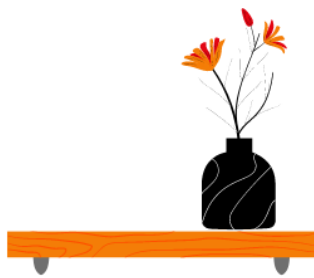
Some good rental properties are not openly advertised. Instead, the landlord or agent can be put in touch with friends or acquaintances of the current tenants who can be offered first refusal.

Speaking with the current tenant about their experience with the landlord or agent can help you decide whether the accommodation will suit you.

Local newspapers also advertise properties by local agencies or landlords

- Hendon & Finchley Times (published weekly): [times-series.co.uk](https://www.times-series.co.uk)
- Loot (published daily): [loot.com](https://www.loot.com)
- London Evening Standard (published daily): [standard.co.uk](https://www.standard.co.uk)

Newspapers go out of date very quickly. Make sure you get the issue on the day it comes out and if you are interested phone straight away.



Bills and budgeting tips

Your tenancy agreement should clarify the following;

- How much rent you need to pay
- When you need to pay it by
- To whom you should pay it to

It is your responsibility to budget carefully for your rent because if you fall behind you could face eviction. If you think you may be in danger of facing eviction come and see us as soon as possible.

Sample housing budget

Utilities	Annual Cost	Per person per week
Rent	£21,984.00	£140.92
Water	£396.60	£2.54
Electricity	£764.00	£4.89
Gas	£575.00	£3.68
Broadband	£288.00	£1.85
TV license	£159.00	£1.04
Contents insurance	£140.00	£0.89
Total	£24,306.60	£155.81

The above figures are based on data from:

- london.gov.uk
- tvlicensing.co.uk
- comparethemarket.com
- moneysavingexpert.com



If you are facing financial hardship, debt and money management or housing problems during your studies at Middlesex, our Student Welfare Advice Team (SWAT) is here to help you.

They are available for private consultation and offer personalised advice which can accommodate your individual needs. They provide a non-judgemental and strictly confidential services, which means they will not discuss any of the details of your visit with anyone unless you give them permission to do so.

Please contact them on 020 8411 3008 or submit a query using the online helpdesk.

Additional costs

Transport: costs can vary where in London you live, so make sure to budget your journey carefully

Books and stationery: some courses provide free textbooks, whilst some stationery stores offer students discounts

Food: save on your food bills by buying and cooking in bulk

Other essentials: toiletries, clothing, laundry costs

Mobile phone bill: if you do not want to commit to a contract, the cheapest option is to get a pay-as-you go SIM

Average Rent in London

Details about average rent rates around London may be found on the Spare Room website by clicking the link below:

spareroom.co.uk/content/info-landlords/average-rent-london

Travelling in London

London is one of the largest cities in Europe and your travel costs will have a major impact on your budget. The further you live from the campus, the more you are likely to spend to access it, so make sure to include your travel expenses when working out your weekly or monthly budgets.

Tube, Overground, Bus

There are different ways to pay for travelling on London tube, overground trains or buses.

- Full-time students who are based in London during the term-time are eligible to apply for 18+ Student Oyster photocard, which allows to save 30% on Travelcards and Bus & Tram Passes.
- If you live close to campus or your work placement, it might be cheaper to use pay as you go. A standard adult card, contactless (card or device), as well as 18+ Student Oyster card can be used to pay as you go.
- If you own a 16-25 railcard, for full information visit <https://www.16-25railcard.co.uk/using-your-railcard/the-benefits/>

Travel off-peak

You can save by choosing to travel during the quieter times. These are called off-peak times. To check the exact hours, visit [tfl.gov.uk](https://www.tfl.gov.uk).

Daily capping

There are daily caps on each means of transport. This means that you cannot be charged more than that amount a day. Caps vary depending on your age, how you pay and travel.



Night service

There are Night Bus Services running every night of the week between 11pm and 6am.

Travelcards

You can buy daily, monthly or annual travelcards, depending on your needs. Their costs vary depending on their length as well as the distance you intend to travel. You can choose what zones you want your Travelcard to cover to ensure that you do not pay extra if you never travel beyond them.

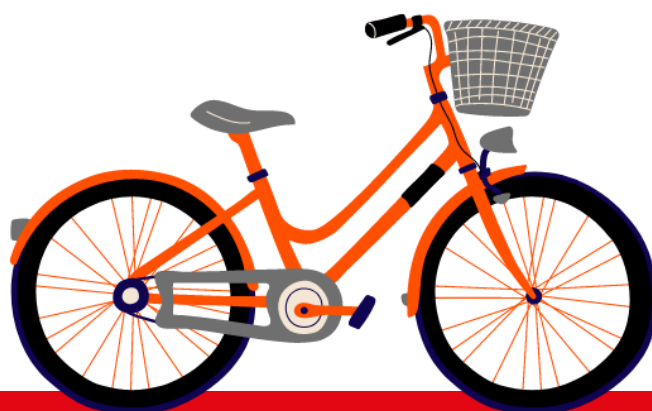
Cycling

There are many cycling paths across London, so you can save a lot of money if you choose to cycle to work or school. There are also apps available, allowing you to rent out a bicycle. Usually these rental periods cover either one hour or an entire day.

Emergency travel

If you don't have enough credit on your Oyster card to pay the fare or your Bus & Tram Pass or Travelcard has just expired, you can make one more journey on a bus.

You must then top up your pay as you go credit to clear the negative balance before you can use your Oyster card again or before you can renew a Travelcard or Bus & Tram Pass.



Council Tax

Council Tax is a charge made by Local Authorities (Councils) on residential properties to pay for local services that they provide such as rubbish collection, the police and the fire brigade.

Only properties occupied exclusively by full-time students are exempt. If you are a full-time student and you share a property with part-time students or non-students there will be a bill for the property but you should be disregarded for the purposes of calculating the bill. It is up to the other members of the household to decide how the bill should be apportioned and paid. Confirmation of your student status to the landlord or Local Authority is required to obtain an exemption or reduction in your bill. You can order an exemption letter through your myUniHub account. You must be enrolled and attending a full-time programme.

If you share a property with the owner (i.e. lodgings) then the owner will be liable. Part of the cost may be passed on to you through your rent, but the local authority cannot make you pay the bill.

Council tax is a charge which is for the service provided by your local authority, and it is a single bill for the whole property/household. Most students don't have to pay council tax however, some full-time students, under certain circumstances, do. It is important to note that part-time students are not exempt and must pay Council Tax but, if your income is too low, you can apply for Council Tax Support from the Council.





Proving full-time student status

The university will provide you with written confirmation verifying that you are a full-time student. You must give this to your Local Authority; this is known as a Council Tax Exemption Letter/Certificate.

You can get a Council Tax Exemption Letter/Certificate by either dropping by Uni Help in the Shepherds Library or via online through myUniHub under the Letter and Forms section. To access this, you must be enrolled and should be attending a full-time programme. This letter/certificate should cover the period from which you enrol until the date you complete/withdraw from your course and will also cover the summer periods.

If you have any problems ordering the letter, visit the Student Wellbeing Advice Team or the Students' Union Advice Team, or submit an enquiry via your UniHub account. You should apply for the Exemption Letter/Certificate as soon as you can to avoid any problems later.

Applying for Council Tax Reduction

If you are on a low income, meet residence rules and are liable for council tax, you should contact the Local Authority about eligibility for Council Tax Reduction, or a Second Adult Rebate. These are means-tested so any amount paid will depend on your household income and who lives with you. Note In some circumstances, even if you're entitled to Council Tax Reduction, you may be better off claiming second adult rebate.

For more information go to

www.citizensadvice.org.uk/benefits/help-if-on-a-low-income

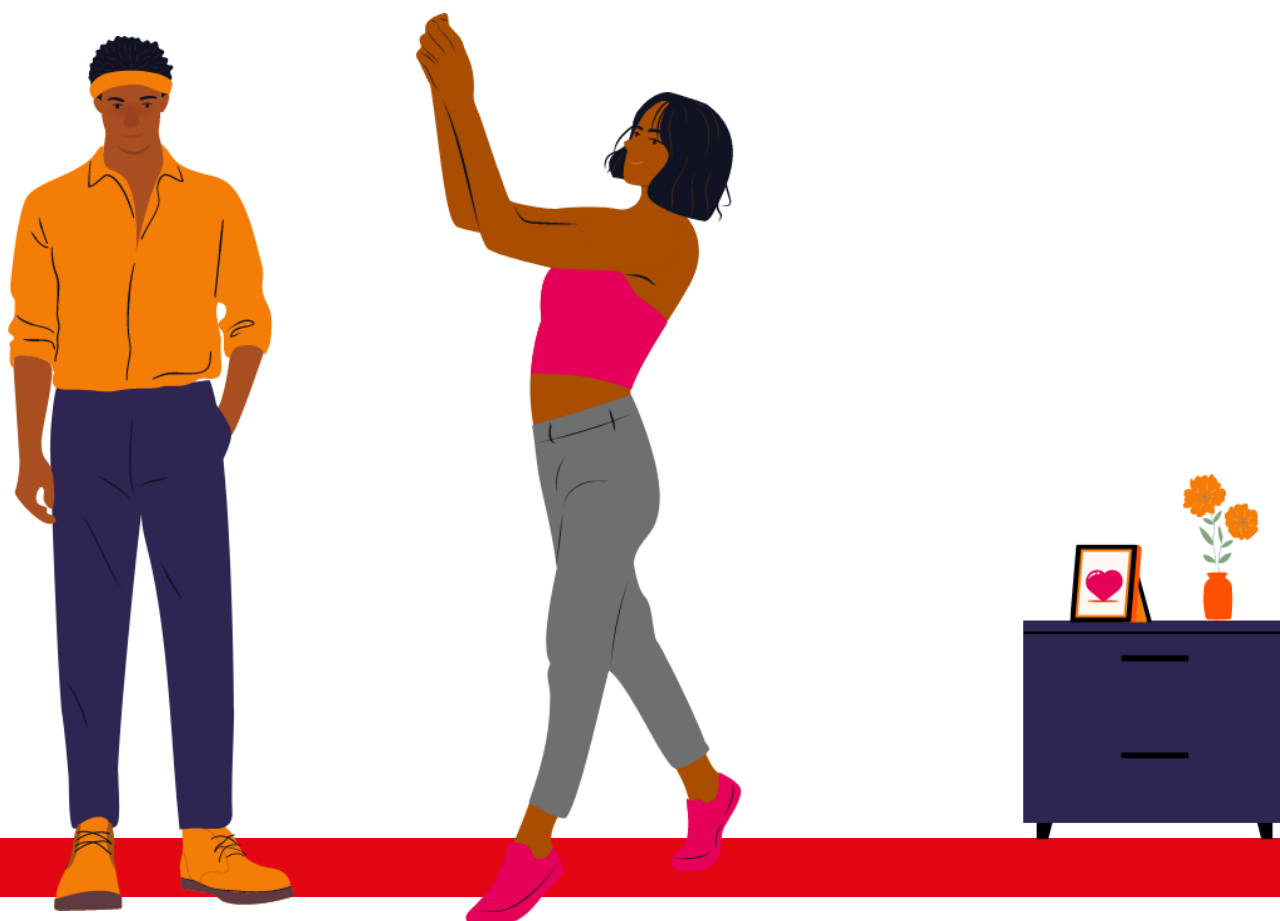
Living with other students

If all tenants are full-time students, you will not be required to pay Council Tax. You must all still provide proof that you are full-time students to the Local Authority.

Living with non-students

If you live with another adult who is not a full-time student there will be a Council Tax charge. You should still provide proof that you are a full-time student which will grant a discount of 25% from the bill. However, if you live with more than one non-student the 25% discount will not be applicable and the full charge will be made to the property.

It is important to be aware of this as it will be down to the tenants to decide how to split the bill, but you are still not legally liable for the bill. If the people you are living with can afford it, they may be happy to pay for the whole bill, but this isn't always the case. It may be worth thinking about looking for student-only accommodation.



IMPORTANT TO NOTE

Be aware of your obligations as a tenant, and make sure you seek advice first. If the person/people you are renting with are on a low income, they may be eligible for a Council Tax Reduction as mentioned above.

If there is anything you need further help on make sure you seek advice from the Student Welfare Advice Team or the Students' Union Advice Team.

Living in University Halls of Residence

University Halls are exempt from Council Tax - so you don't need to worry about that.

International students – 'Do I have to pay?'

International students do not have to pay Council Tax, once you have started the full-time degree course, and should follow the above procedures of acquiring an Exemption Letter/Certificate. However, please be aware that if you arrive in the UK before you enrol, or stay on after your course ends, you will be liable to pay for these periods of time.

If you live with your spouse or civil partner who has permission to stay as your dependant, you are both exempt. However, in addition to your Exemption Letter/Certificate you should also send a photocopy of the Visa in your spouse or civil partner's passport to the Local Authority, showing their visa gives them no right to public funds.

This restriction is what should trigger the Local Authority to amend any Council Tax bills. (You will be liable to pay during the pre-sessional short course).



Part-time students

Part-time students are expected to pay Council Tax. However, if you are on a low-income you may qualify for Council Tax Reduction, which could cover some or all of your Council Tax liability.

Students re-taking credits on a part-time basis

For students who were enrolled on a full-time course, but have been told by the university that you need to retake credits on a part-time basis, you do not need to worry; you are still considered to be a full-time student and will not be expected to pay Council Tax.

Students enrolling on another course

When you finish your degree course, you will be liable for Council Tax throughout the summer period before you start your next course of study. This is because the Exemption Letter/Certificate only covers the duration of your degree. If your degree finishes your exemption finishes.

When you enrol on your post-graduate course you will need to apply for another Exemption Certificate, but remember the course must be full-time and be of at least one year duration.



Be aware that post-graduate students have had difficulty in securing exemption during the thesis 'writing up' period after the formal end of the course. While some local authorities are sympathetic and will extend your student status after the end of the course, others have been known to regard such students as liable even with an exemption letter.

For more information go to

www.nus.org.uk/en/advice/money-and-funding/council-tax



Final year students who must defer/resit in the summer

Council Tax Exemption Letter/Certificate will not cover this circumstance. One of the requirements that need to be met to be eligible for council tax exemption, is that you're studying on a full-time course. In most cases, final year students submitting work after June are no longer classed as being in attendance as a full- time student and therefore not eligible for council tax exemption.



Properties

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Types of accommodation



Short stay

A selective list of short stay accommodation including hotels, guest houses, bed & breakfast and hostels is available at our accommodation website www.middlesexstudentpad.co.uk should you wish to arrange some temporary accommodation for a few nights whilst you search for more permanent accommodation. As a guide, prices per person per night will vary from approximately £30 to £90 for guest houses; £20 to £40 for hostels and £35 to £130 for hotels. Please contact the establishment directly for individual rates, availability and to book your accommodation.

Some of our halls of residences are also open during July to September. Further details are available at <https://optivostudents.co.uk> You can also contact the Middlesex University halls accommodation team on 0208 411 6121 for more information.

It is essential that you do not arrive in London without funds and without at least arranging some form of temporary accommodation.

Lodgings

Lodgings are where the property shared with the landlord and possibly their family. This type of accommodation is especially suited to younger students who are living away from home for the first time, postgraduate students who are looking for a quiet place to live and students who do not wish to commit themselves to a fixed term tenancy agreement for the entire academic year.

Typically, you should have a room of your own and expect to share the other facilities with the household. You should be provided with your own set of keys to the front door of the property however, the provision of keys to your bedroom would be at the owner's discretion.

Lodgings are usually let on a self-catering basis, meaning that you will provide your own food with use of the household kitchen by arrangement however some landlords may be prepared to provide meals for an additional charge. If you wish to change your accommodation you must give reasonable notice – most landlords will accept 2-4 weeks' notice, but this must be agreed between yourselves at the time of moving in.



Shared flats & houses

Shared houses/flats refer to whole houses/flats where each bedroom is let individually. This type of accommodation is particularly suitable for individual students wishing to share a property with other students. You should have your own bedroom and expect to share the other facilities such as the living room, kitchen and bathroom with the other tenants. Ideally you should have an individual tenancy agreement for your room which means that you are not responsible if the other tenant(s) are unable to pay their rent for their room(s).

Whole flats & houses

These are whole properties for rent to a group of students. This type of accommodation is popular for students who have already formed a group to rent a place together. A joint agreement will be signed by all the tenants and only one rent is collected for the whole property. If you are joint tenant you should be aware that you would be 'jointly and severally liable', meaning that all sharers are jointly legally responsible for each other's obligations (for instance, if one or more sharers default on their rent or leave before the end date of the tenancy agreement then the remaining sharers would be expected to make up the difference on the rent until you find a replacement (usually with the owner's permission)).





Bedsits and studio flats

These are properties that have been converted into smaller self-contained units and are popular for students who prefer greater independence and privacy and have a larger budget towards their rent. Each unit is let separately and consists of, for example; a single bedroom with a kitchen area and a shared bathroom. You should have an individual tenancy agreement for your flat which means that you not are responsible if the other tenant(s) in the building are unable to pay their rent.

Private halls of residence

Much like rooms at halls offered by the university, private student accommodation providers, allow individual students to take up a contract for a room on their site. These can include self-contained studios, ensuite or standard rooms in shared flats. Staying at a private student hall of residence might be significantly more expensive than the accommodation offered by the university, but the rent will also be inclusive of utility and internet bill. You will not need to pay any council tax, as often these properties are exempt from it

Viewing and inspecting properties

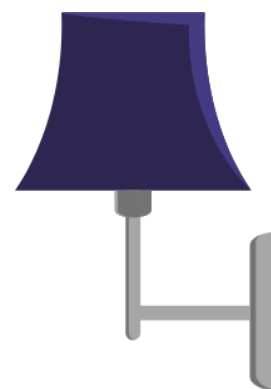
It is always a good idea to see the property you wish to rent out before signing the contract. If you cannot view the property in person, some landlords and letting agents allow for video call viewing or provide links to virtual tour showing the accommodation in great detail.

To arrange a viewing, it is best to call or email the landlord or estate agent directly using their contact details featured in their advertisement or on their website.

Conducting a viewing will provide an opportunity to inspect and ask questions about the property. If you are going to be renting out a property with other people, make sure they also arrange to view the property for themselves before you put the deposit down and sign the necessary documents.

The things you should check when inspecting the property include:





Exterior

How old is the property? Does the roof, walls, doors, windows, foundation, drains and external pipes, guttering and water collection, as well as the fence look sound and in good condition?

In line with the Landlord and Tenant Act from 1985 and the Housing Act of 2004, the landlord is obliged to carry out any necessary repairs that are being reported by prospective tenants before the start of their tenancy, and continue to do so, unless the damages are caused by tenants, in which case they would be financially liable for any necessary repairs.

Outdoor space

Does the property come with a garden or a balcony? Will your tenancy require you to tend to it? If so, will the landlord or agency provide necessary tools or reimbursement for any additional costs? All balconies and accessible rooftops need to be cleaned and made safe to use before you access the accommodation.

Doors and windows

Are there locks and do they seem secure? Do windows seem properly insulated? If the windows are draughty, it will make it more difficult to keep the house warm and dry during the winter months, which can stimulate the growth of mould and increase the energy bills.



Local area

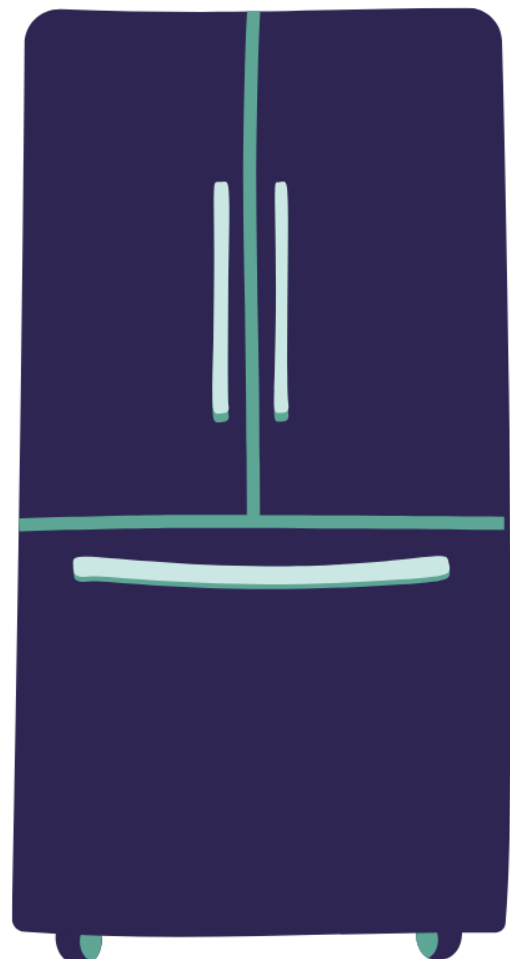
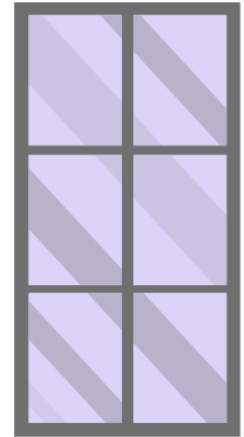
Make sure to check if there are any parks or shops in your nearby area. How long does it take to access the nearest bus stop or tube station? If you live far away from shops and you do not have a car, you might need to consider ordering deliveries, which you would need to factor in when planning your budget.

Kitchen

Are you satisfied with the appliances provided? If you will need to buy some of the appliances yourself, always find out what is the voltage of each power socket. All appliances need to be deemed safe by certified electrician. Where possible, always check the inside of the cupboards for storage space. Make sure there are no signs of infestation either.

Bedroom

Is it suitably furnished and has enough storage space for all of your belongings? If one bedroom is significantly smaller than the others, or does not have an ensuite bathroom, the price should be adjusted fairly.





Electrics

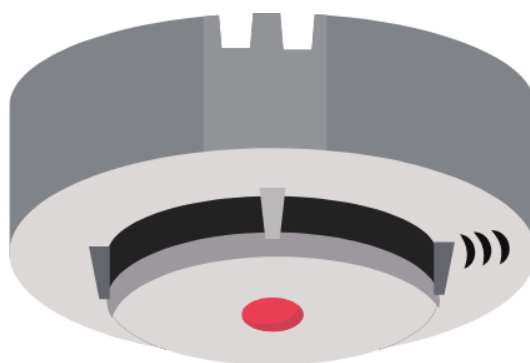
Make sure there are no loose or exposed wires hanging off the walls or running across the floor. Not only do they pose a trip hazard, but they can potentially lead to severe or life-threatening injuries. Check that none of the sockets and switches around the house are cracked or have any parts missing. The same applies to electric showers. Never use one, unless all of the interior parts are securely covered by the original lid.

Walls and ceilings

Check if there are not any discoloured or mouldy patches. You should never move to a place that has any signs of mould infestation. Exposure to mould can lead to serious health problems.

Smoke alarms

Aside from having one in the kitchen, there should be at least one on each floor of your property. Whether they are hardwired or battery-powered, the National Fire Protection Association (NFPA) recommends they are checked once a month using the test button, and batteries should be changed at least twice a year.



Finding flatmates

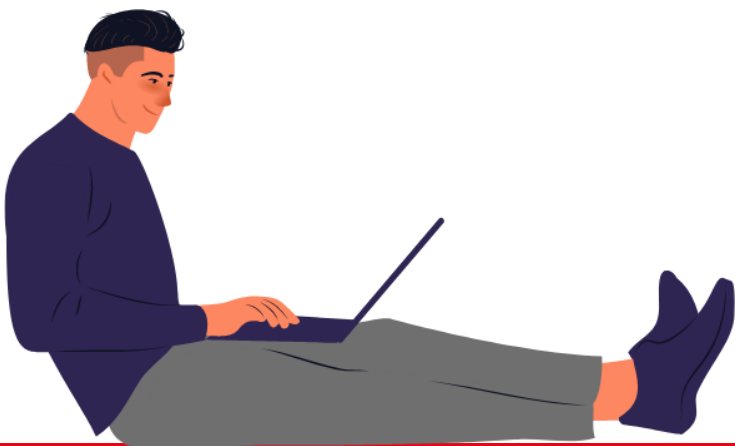
Sometimes it might be cheaper to rent out an entire flat or house with a group of friends or reliable flatmates. If none of your friends are looking for an accommodation, you can post an advertisement online or in a local newspaper, or respond to someone else's.

You can also find some requests posted on boards at your place of work or school, but always make sure that you arrange to meet the new people for the first time in a public place.

Some of the popular websites include:

www.spareroom.co.uk

flatsharesuk.co.uk



Deposits

Tenancy Deposit Protection Schemes

As of April, 6th 2007, if a landlord or letting agent in England takes a security deposit for an Assured Shorthold Tenancy, they should protect your deposit using a government approved deposit protection scheme. If your landlord does not, or cannot provide the required information, then you can make an application to the county court. If the court is not satisfied, then it may order your landlord to pay a sum of money as a fine. This is usually between one and three times the amount of the deposit.

The three main ones are;

- **Deposit Protection Service**
The DPS, The Pavilions, Bridgwater Road, Bristol, BS13 8AE
T: 0330 303 0030
www.depositprotection.com
- **My Deposits**
1st Floor, Premiere House, Elstree Way,
Borehamwood, Hertfordshire, WD6 1JH
T: 0333 321 9401
www.mydeposits.co.uk
- **Tenancy Deposit Scheme**
Unit 1, The Progression Centre, 42 Mark Road,
Hemel Hempstead, Herts HP2 7DW
T: 0300 037 1000
www.tenancydepositscheme.com



Half Rent and Retainers

Some Private Landlords may offer you half rent or a summer retainer during the summer (July & August). Before you agree to either you need to decide whether you require access to the property you are signing for or not during the summer. Be clear with your landlord when your agreed move in date is!

Half Rent

If you pay half rent then you should be entitled to live in the property from the date your tenancy begins and when you start paying rent, but please check with the Landlord/Agent.

Retainer

You may be asked to pay a retainer for your landlord to take a property off the market and guarantee that it will be available for you to occupy when your tenancy begins at the start of the academic year (normally 1 September). When you pay a retainer, you will not normally be allowed to live in or enjoy full occupancy of the property and you may not be allowed to leave possessions in the property.





Agency Fees

It's not uncommon for letting agencies to charge further fees beyond rent in advance and deposits, however, in May 2018, it was set in the Tenant Fees Bill to bring an end to letting fees (should be capped at £50), and the deposit cannot exceed 6 weeks rent.

These are normally for admin tasks such as drawing up a contract and carrying out credit checks. There are restrictions on what you can be charged fees for. For example, you cannot be charged for:

- Registering with a letting agency
- Being shown a list of available properties
- Routine inspections during your tenancy
- Anything your landlord is also charged for

A list of all fees charged by a letting agent must be clearly displayed within any premises where you are dealt with face-to-face, and on their website.

Holding Deposits

A holding deposit is paid when you have found the property you want to rent, to ensure the letting agent places a hold on the property. This is to secure the property for you and stop other potential tenants from viewing the property while you go through the referencing process before you sign the tenancy agreement. These are a security against both you and your landlord pulling out before you sign the agreement. These kinds of deposits do not need to be protected in a government approved scheme.



Letting Agent Redress Schemes

Letting agencies must belong to one of three redress schemes, which provide a free, independent service for resolving disputes between you and a letting agent.

You can complain to a letting agency redress about issues such as:

- Unclear advertising fees
- Inaccurate property descriptions
- Disputes about fees to reserve a property
- Not passing rent onto the landlord or general poor service

But you must have first given the letting agency the chance to deal with your complaint first. The redress scheme has the power to order lettings agents to put something right and/or pay you compensation if deems fit following a complaint.

The three letting agent redress schemes are:

- The Property Ombudsman
- Ombudsman Services Property
- Property Redress Scheme

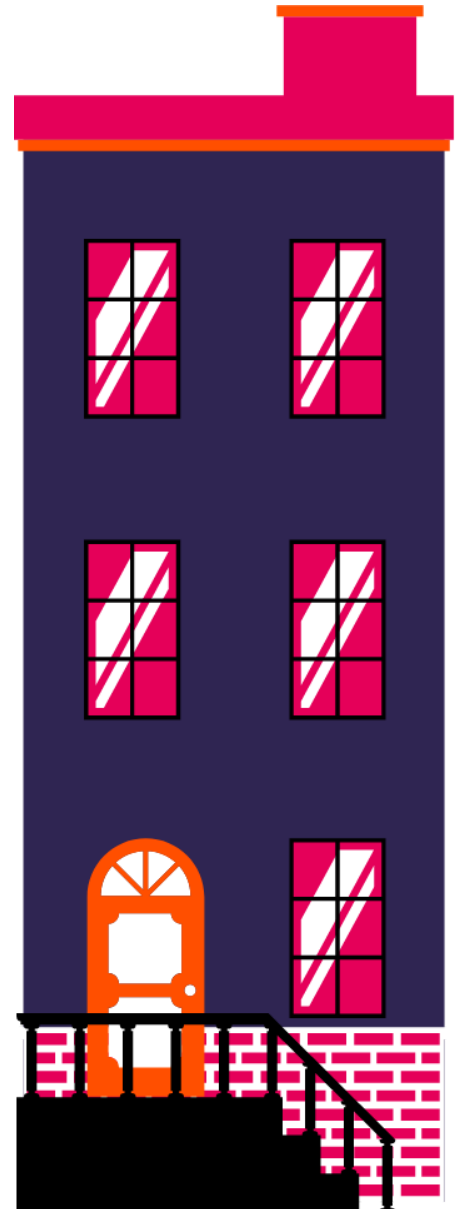


Entering a contract

Tenancy agreement

A legal document outlining rights and responsibilities of both the landlord and tenant. These terms & conditions include;

- Length of the agreement
- Rent payable
- Repairs
- Terms for leaving the contract early
- What is and isn't allowed in the property



IMPORTANT TO NOTE

- A contract is legally binding – read it carefully and ensure you understand all the clauses
- Don't be rushed into signing a contract! If your landlord won't let you take a copy of the contract away to have it checked, you probably shouldn't be signing it.
- Double check what fees will be charged before you sign any agreement with the letting agency; includes credit checks or preparing a tenancy agreement.

Types of tenancy agreement

Assured Shorthold Tenancy

This is the most common form of tenancy which typically lasts for a fixed period.

(Joint) Shorthold Assured Tenancy Agreements

If all the tenants' names are on one contract and you all sign it, this means you are 'joint tenants'. Each joint tenant must have a right to rent.

As a joint tenant, you are all jointly and individually responsible for paying the rent. If one tenant moves out without notice or does not pay their share of the rent, it is then the responsibility of all the tenants to pay it for them. If none of the tenants pay the rent, the landlord can then ask any one tenant to pay the outstanding rent. This includes any damage to the property. This means that all the tenants' deposits could be affected at the end of the tenancy agreement. It is also likely that you will be asked to provide a guarantor at the start of the tenancy in case you cannot pay your rent. This can also extend to other conditions, depending on the agreement, such as any damage to the property.



An Assured Shorthold Tenancy offers tenants some protection against eviction. A landlord can only evict you under certain grounds or by using a 'Section 21 notice' or a 'Section 8'.

For a landlord to serve a Section 21 notice and for it to be valid, they must follow certain rules which can differ depending on whether it is a fixed-term or periodic tenancy. If it is a fixed-term tenancy, it means a Section 21 notice can't be served (not easy to evict you) but it also means, that you cannot leave if you no longer want to live there.

Individual Assured Shorthold Tenancy Agreements

This is a tenancy agreement with only your name on the contract, meaning you have sole liability for any rent arrears, as well as any damage to your room/property.

Living with your landlord

Some students may have a live-in-landlord, which means they will pay to rent a room in a house, where they share some space in the property with the landlord (e.g. kitchen). In these types of lodgings, you may have either an 'Excluded Tenancy' or 'License', which means that you will have very basic protection from being evicted. This puts the risk of being asked to move out within just one weeks' notice, unless there is a written and signed contract between you and the landlord, to prove additional protection. Having said this, there are some live-in landlords who will give their lodgers a contract containing the details of how long the contract is for, the rent payable and the notice required to give before moving out. Both the tenant and landlord are bound by the terms of this.

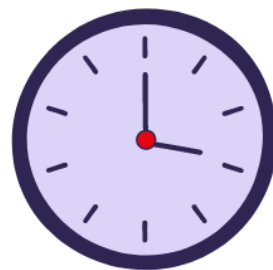


References

Landlords and letting agents may often ask for a reference letter from your previous landlord to ensure that you are a reliable tenant. They may often ask for your conduct, whether you have damaged any equipment that was fitted in the property that you have previously rented, and most importantly, whether you have paid all of your rent on time.

It is illegal to provide untrue or inaccurate reference. As such, it is in your interest to always pay your rent and take care of properties you are renting. If someone cannot provide you with a good reference letter, they will most likely inform you about it.

Submitting a reference that states that you are an unreliable tenant or have rent arrears could potentially hamper your chances of being able to rent out a property in the future, even if your current landlord or letting agent does not mind.



Guarantors

If you are looking to rent out a property for the first time in your life, you might be required to provide a guarantor who will agree to pay your rent if you don't pay it, for example a parent or close relative. In case you cannot make payments for your rent, your guarantor will be asked to pay on your behalf.

If you are an international or estranged student, you might not have any family members who can act as your guarantors. In this instance, you can turn for help to companies such as **Housing Hand** who can act as your guarantors, subject to checks and service fees.

Right to rent checks

Every prospective adult occupant of a rental property needs to provide their identity documents in person to a landlord or letting agent. Sometimes you might also be asked to submit your documents online. Make sure that you provide all the necessary documents within the provided timescale or you might be refused a rental.

The landlord has to carry out checks on all prospective tenants, whether they are British citizens or not. It is illegal to discriminate against anyone because of where they are from and only ask that they prove their identity.

Please bear in mind that as of 1 July 2021, EEA citizens can no longer solely rely on their passports to prove their identity. In order to reside in the UK, you need to have obtained a pre-settled or settled status, or Biometric Residence Permit (BRP).

Student accommodations are exempt from checking their tenants.

In some instances, landlords and letting agents are required to own an HMO licence to legally let a property. The licence imposes on landlords and letting agents a duty to maintain the property safe and in good condition. If the property is unlicensed, it may not meet the minimum standards and could be deemed unfit for occupation.

License

Anyone who consciously rents out a property that is not safe to occupy is committing an offence and could face prosecution. If you think your accommodation is not safe enough for renting, you could make a claim against the landlord or letting agent for a 'rent repayment order'. In this instance, your landlord or letting agent would find it difficult to prevent you from ending your tenancy sooner.

You can check whether your landlord or letting agent is registered for an HMO online.

Rent arrears

Your rent is a priority debt and if you do not keep up with the payments your landlord may take steps to evict you. This process might start with your landlord sending you letters reminding you about the overdue rent, and they may charge you for these letters. You may also be charged for making late payments of your rent. If you are an Assured Shorthold tenant and you fall into more than eight weeks/two months' arrears, your landlord could start mandatory possession proceedings against you.

Leaving early

Contracts in London tend to cover the period of 12 months. If you are not certain whether you want to commit to a contract for that long or want to reserve the right to ending it sooner, make sure to discuss it with your landlord or letting agent. No tenancy agreement will automatically allow you to withdraw from your contract, but you might be able to request that the clause allowing you to end contract early by giving a month notice was added before you sign it.

Break clause

Some contracts might include a break clause which permits the tenant or landlord to end the tenancy agreement by giving notice. However, there are limits to how and when notice can be given. Always refer to your tenancy agreement and seek legal advice before signing the contract to make sure you understand your rights and obligations.

Mortgage repossessions

Most landlords will have a mortgage that needs to be repaid if they have borrowed money from the bank to purchase the property they are renting out. In case they fail to keep up with their payments, the bank may be able to repossess it. In which case, you would be required to vacate your place of residence.

The bank will need to have received a court order allowing them to end your tenancy. As such, always make sure to open and read any mail addressed 'To The Occupier/Tenant', and forward any mail addressed 'To The Landlord/Homeowner' to the landlord or agent as quickly as possible.

Speak with our Student Welfare Advice (SWAT) or Legal Advice Centre if you have any concerns about or need advice on your housing situation.



Completing your tenancy

When you started your tenancy, you should have either been given an inventory by the landlord or letting agency, or have created one yourself and given it to the landlord/letting agency. When preparing to leave your property, to ensure you get your full deposit back you should refer to the inventory, and leave everything in the original state you found it when you moved in.

Where this isn't possible, you may want to have it repaired before you leave or justify the state to your landlord. Where there is natural wear to carpets, furniture, etc. the landlord may agree that this shouldn't be taken from your deposit as it's not directly the fault of the tenant. However, where this is not the case you will either need to repair or replace the item, or accept the cost being taken from your deposit.

You should also ensure you clean the property before you leave, as most landlords will hire a professional cleaner if the property is not in a spick and span condition - this will also be taken from your deposit.

Check your tenancy agreement for moving out and deposit return arrangements. Failing to do what the agreement says can result in delays getting your deposit back, or deductions. Also, make sure you know which deposit scheme is holding your money.

When leaving your property, you should;

- Remove all remaining rubbish from the property
- Take photos of the property
- Take meter readings and ask your utility companies for a final bill. You may need to send proof of payment to your landlord
- Keep copies of all useful documents (emails with landlord, photos, tenancy agreement)
- Lock up and return the keys

What to do if you have a deposit dispute

Write to your landlord if you don't get your deposit back within 2-4 weeks. Make sure to check your tenancy agreement to see what your landlord can deduct money for.

This might include:

- Unpaid rent (including arrears owed by other joint tenants)
- Damage to the property (but not if this was caused by normal usage / fair wear and tear)
- Replacement of missing items
- Cleaning

If you don't agree with some or all the deductions, write to your landlord and say why. Refer to your tenancy agreement and include any photos, emails, or other documents you may have.

If you can't resolve the dispute with your landlord, you should notify your tenancy deposit scheme and follow their instructions for raising a dispute. You should read the scheme's online guide to disputes for info about what evidence to provide. Remember, you must raise a dispute within three months of the end of the tenancy.





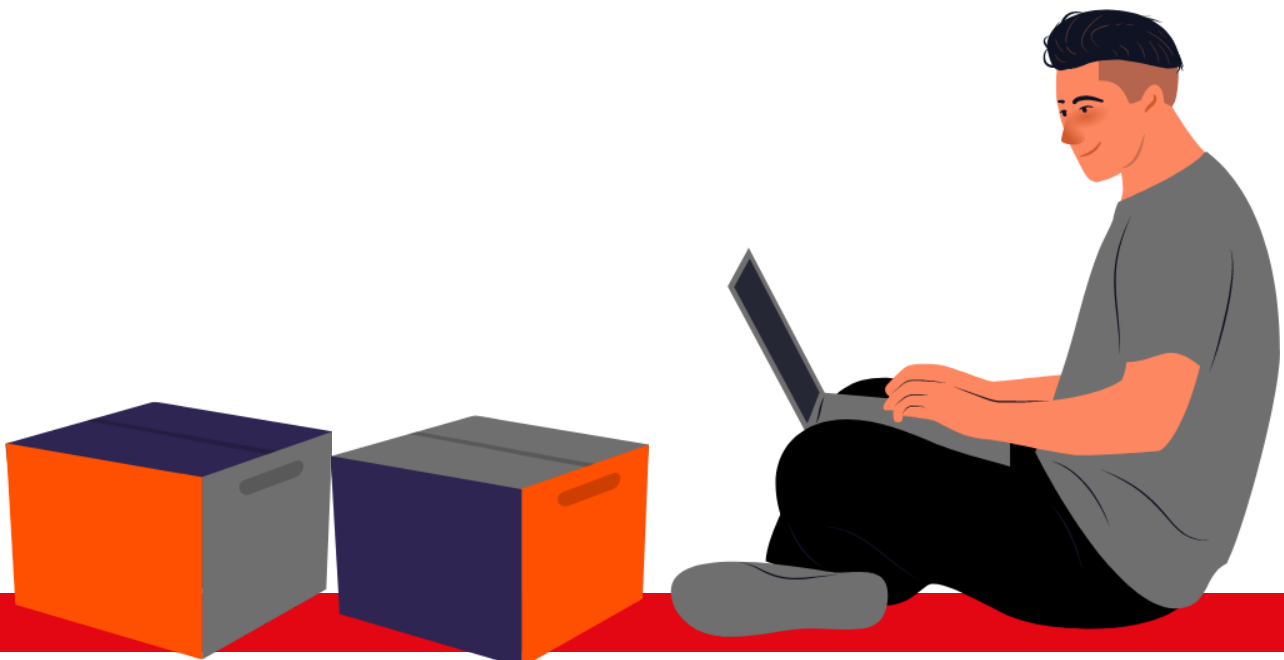
Utilities

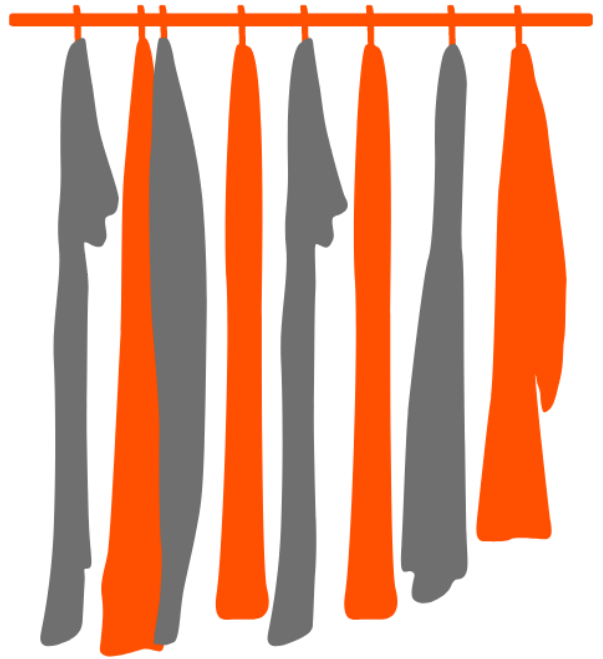
Utilities and Safety

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Moving in checklist

- Ensure that each tenant knows the name and address of your landlord or agent. You have a legal right to know this and you should request the information in writing from the person to whom you last paid rent.
- Know the type of tenancy agreement you have. Is the length adequate? If it is for the year, do you really want to stay for the summer vacation and pay for it? Do not sign anything you feel unsure of and always keep a copy of your signed agreement.
- Get receipts for any deposits paid. For ASTs ask how your deposit will be protected. Your landlord/letting agent must provide you with the details of the government-approved scheme protecting your deposit.
- Are there any gas appliances in the property? If so does the landlord have a landlord's gas safety certificate to prove that they have been serviced in the last year? It is a legal requirement so ask to see a copy.
- Agree a written inventory with your landlord or agent. It is essential that you have an accurate record of property when you move in, this should list all the furnishings and fittings and their condition. If you don't, you could run into problems at the end of the tenancy with getting your deposit back.





- Confirm all verbal agreements in writing. For example, if your landlord agrees that it is acceptable for you to move out of your accommodation early, get the landlord to sign a statement to that effect.
- Make sure you only get charged for what you have used. Take readings of gas, electric and water meters when you move in.
- Don't lose out. Make sure you take out insurance when you move in.
- Finally, get receipts or a rent book signed by the landlord or agent every time rent is paid. This is essential if paying cash. The receipt should state the amount and the period the rent covers.

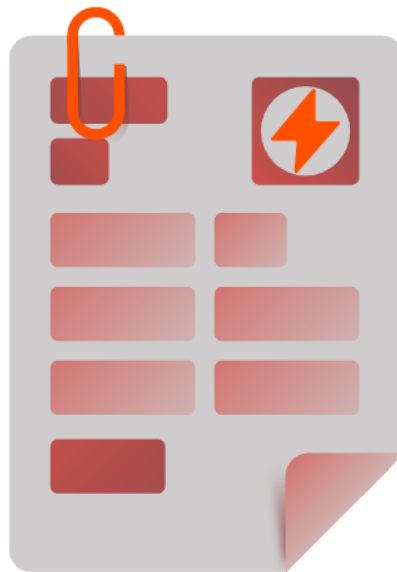
Inventory

An inventory is a complete list of items which include the property and its contents. With this in mind, make sure that you agree to and complete an inventory of all the items in the property with your landlord. Make note of the state of repair they're in, as this makes it easier if there is ever a dispute over the return of the deposit at the end of the tenancy. An inventory is usually recorded before you move into the property and make sure that both you and the landlord have a copy of the inventory.

Utilities

If your rent doesn't cover the cost of utilities you will need to contact each of the companies that provide you with gas, electricity and water and inform them that you have moved in. If you are unsure who the provider is your landlord or agent should be able to tell you.

To open your account with them, find and read the meters and contact the suppliers requesting that all tenants' names are placed on the account. Make sure that you give accurate meter readings or you may find that you end up paying for previous usage. If you are unable to locate the meters, then contact your landlord or agent who will be able to tell you.



IMPORTANT TO NOTE

Take meter readings on the day you move out to ensure you don't become liable for future tenants' usage. Many landlords will request to see evidence that all bills have been paid before returning your deposit.

It is advisable that if you pay another tenant for a bill that you get a receipt or make sure you can prove you have paid it. Although this may sound a bit formal among friends, problems can arise from bill-paying and it's important you have evidence. If your landlord or agent tells you that bills are included check your contract and find out exactly which bills are covered and which are not, such as telephone costs.

If your name is on the bill, you will be liable for it. However, there may be some argument that everyone who lives in the property is jointly liable so they may be chased for their share if they do not pay it but this is dependent on several factors.

This can sound daunting and there are bill-splitting companies for students who do all the work for you which can help

Gas and Electric

Once you have moved in you can change your gas and electricity provider, if you wish. Gas and electric prices vary across the country and based on how you wish to pay – so, your current supplier may not be the cheapest. You can use price comparison websites to check whether you can save money by switching supplier. However, before you agree to switch you should check the agreement you have with your current provider for any exit fees for cancelling your current contract early.

There are various ways you can pay for gas and electric including monthly direct debits, quarterly bills, a payment card or using prepayment meters that you need to top up. Each different method has its advantages and disadvantages, but generally the cheapest way to pay is via Direct Debit with paperless billing. Most energy companies will also offer a discount if you agree to have both your gas and electric supplied by them, this is often referred to as Dual Fuel plans.

If your property has prepayment meters when you move in, you can ask your energy supplier to replace them with a credit meters - as long as you are not in debt to them.

If you are liable for the gas and electric charges in your property, you do not need your landlord's permission to change the meter or your supplier. However, your landlord can make you change both back to how things were at the start of the tenancy when you move out.

Water

The water supplier is based on geographical location, for London, the supplier is Thames Water. Contact them to let them know your move-in date and make sure you ask your landlord for where your water meter is and ensure you take a reading on your move-in date and send this to them.

To find out more information visit www.thameswater.co.uk

TV license

You will need a TV license whatever type of accommodation you are living in - even if you only watch on your phone or computer. If you are living in a shared house as a joint tenant, then one license will cover the household. However, if you have separate contracts you will need separate licenses.

For more information on TV licenses go to www.tvlicensing.co.uk



Contacting your landlord

In most cases, there is a legal process that your landlord must go through before they can evict you. Exactly how your landlord can get possession depends on the type of tenancy you have. The process should include a written notice and will involve applying to the Court for a possession order. If your landlord tries to evict you without going through the correct procedure, then the landlord may be committing a criminal offence.

It is also an offence for the landlord to make it impossible for you to live there such as interfering with utilities or calling unannounced. This may be classed as harassment and you should contact your Tenancy Relations Officer at your local authority. If you think you are being harassed or being evicted, then seek advice from the university advice service as soon as you can.

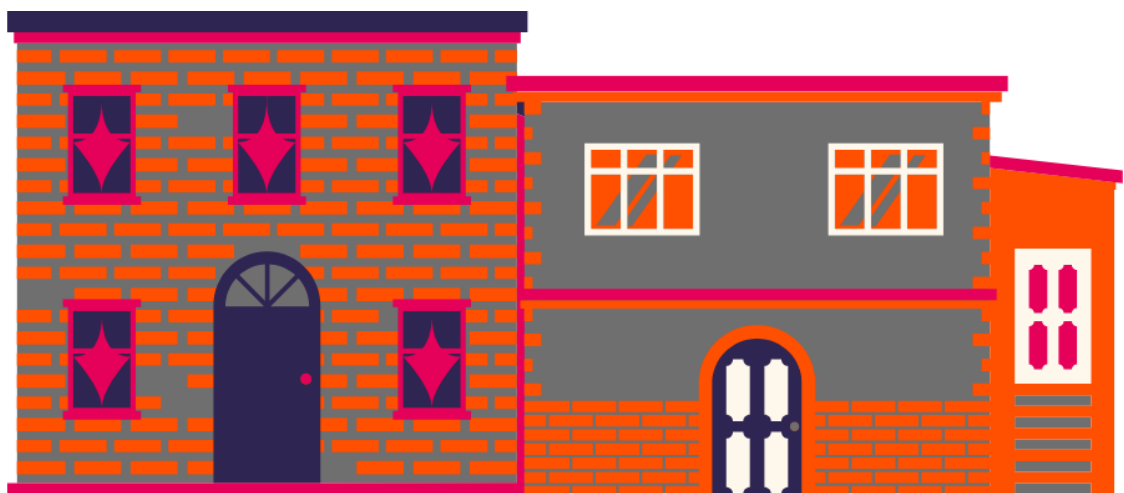
Repairs

Trying to get your landlord to do repairs in your home can be tricky and is not always straightforward. Read over your contract to see who is responsible for the repairs, but bear in mind your landlord has a legal obligation to carry out some repairs even if it states otherwise in the contract.



Under Section 11 of the Landlord and Tenant Act 1985 it sets out the landlord's obligations to carry out basic repairs. For example, they must keep in good repair the structure and exterior of the building (doors, walls, windows and gutters). They must keep the supply of gas, electricity, water and sanitation in good order (gas pipes, boilers, wiring and radiators). If the property is furnished then you are responsible for not damaging the contents through negligence, but usually you will not be expected to replace items that have deteriorated through normal 'wear and tear'. You must notify your landlord of any disrepair as soon as you can, preferably in writing.

If you let them know verbally, follow it up in writing. Always date your letter and keep a copy. It can be helpful to gather evidence of the disrepair such as photos, medical reports or expert evidence such as the Environmental Health inspectors. Dependent upon what the repair is you must give your landlord 'reasonable time' to carry out the repairs and your landlord must give you 24 hours' notice to visit the property and look at the repair. Unfortunately, 'reasonable time' is not defined in law so repairs can take a while to complete so it is always useful to try and keep communication and negotiation open with your landlord. If necessary, chase up any outstanding repairs with further letters to ensure that your case is supported if you need to take it further.



If the repairs are major and it is essential for you to move out whilst the work is being done, then usually the landlord should pay for this. If your landlord refuses to acknowledge the repairs there are some options open to you. This may include taking court action but come and see us before beginning any proceedings. Additionally, in some exceptional cases you can use your rent to pay for the repairs but there is a strict procedure to be followed; withholding your rent could result in the loss of your home. We would not advise this without first seeking specialist advice.

If you feel that the property does not meet basic health and safety you can contact the Environmental Health team at your local council who can inspect the property for you and instruct the landlord to do the repairs within a set time.



Wear and tear

Your landlord cannot keep your deposit for general wear and tear to the condition of the property. For example, if the carpet gets a bit worn out it's probably wear and tear but if you burn a hole in it, it's damage.

The amount of wear and tear normal to expect depends on the condition of the property when you moved in and the length of time you have lived there. If you think you are likely to have problems, it may be worth taking photos as early as possible in your tenancy and letting your landlord know in writing.

If you disagree with the amount your landlord wishes to keep of your deposit for disrepair you can raise a dispute via the Deposit Protection company holding your deposit via their Alternative Dispute Resolution Service. There are time limits for starting your complaint so you will need to act quickly. It will also help your case to gather as much evidence as possible and provide a copy of the inventory you completed at the start of the tenancy including any photographs if possible.

Infestation

Sometimes disrepair in your home can lead to problems with pests and vermin. Infestation is not in itself disrepair, so it's not always clear if your landlord is responsible for dealing with it.

Before you do anything, you must first look for information in the tenancy agreement. It's not often that tenancy agreements include pest infestations, but more thorough ones will and there you will find the exact steps on how to proceed further.

Unlike most problems in rented properties, pests are difficult to attribute to either the landlord or the tenant outright. There are thousands of reasons why your property might be infested. To find out who is responsible, you need to find out how the pests got into the property and why.

This can depend on several things, including:

- Whether there's anything about it in your tenancy agreement
- Whether your home was infested before you moved in
- If the problem is being caused or made worse by disrepair
- If something that you've done or haven't done has led to the problem

Your landlord should fix holes in the wall or floor that allow rats, mice or other pests to enter. They must take steps to deal with the infestation if that's the reason they're in your home.

The landlord must also fix any problems the pests have caused, such as:

- doors, skirting boards, pipes or brickwork that have been chewed through
- damage to electrical wiring

When you discover the problem, you should contact the landlord and inform them that there are pests in the property.

If this is caused by disrepair or existing issues within the property before you moved in, then the landlord is liable for the issue. You should then request them to hire a pest control service and deal with the problem. However, if fumigation is required and you need to vacate the property for a certain amount of time, you should negotiate a discount on monthly rent for the time you've been away – typically this is between 3 days to 1 week.

If your landlord is reluctant to deal with the infestation, you may contact your local council. There, seek the help of the Environmental Health Department, whom are responsible for enforcing proper living standards in private rented accommodation. They will appoint an inspector to determine the severity and cause of the problem. They will serve your landlord with a mandatory improvement notice with a fixed period for doing the repairs. If the landlord ignores them, they will suffer a heavy fine.



However, like mould, pests can be caused by lifestyle errors, such as:

- Leaving food out
- Insufficient hygiene and infrequent cleaning of the property
- Bad ventilation and humidity control
- Excessive clutter in and around the house
- Incorrectly disposing of rubbish or piling up a lot of rubbish in/around the house

Furthermore, you may have accidentally brought them in from somewhere else - for example a holiday, business trip or even visit to relatives or friends. This is the most common way to get bed bugs, as they easily travel in clothes, suitcases, etc.

If the tenants are determined to be the reason for pests in a property, then you must cover the expenses for pest control services and treatment as well as any additional costs for accommodation if the property needs to be fumigated.



Mould and condensation

Frequent complaints from students living in private sector accommodation is that their house is damp or mouldy and affecting their health or preventing them from staying in the property.

Mould and fungal growths are a result of dampness and high humidity and in some cases, these airborne allergens can trigger allergic symptoms such as rhinitis, conjunctivitis, eczema, cough and wheeze. For a sensitised person, repeated exposure can lead to asthma.

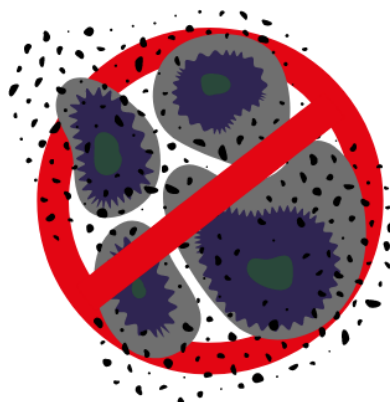
In addition to the health implications, damp and mould growth can also cause;

- Timber window frames to rot
- Damage to plaster, wallpaper and painted surfaces
- Damage to tenant's property such as clothes, shoes, and other belongings

Causes of damp and mould growth

Moisture production is influenced by the design, construction, disrepair and occupant density and activity. Many enquiries regarding damp and mould growth are usually related to a condensation problem within the property. Condensation occurs mainly in cold weather, whether it is raining, or it is dry, it does not leave a tell-tale tidemark.

It will appear on cold surfaces, such as windows, tiled areas, toilet cisterns, and areas of the dwelling where there is a lack of ventilation, and little movement of air. It often becomes a problem when mould growth appears. Black mould and mildew can grow on almost any surface including wood, silicone, tiles, floor coverings, paint and paper.

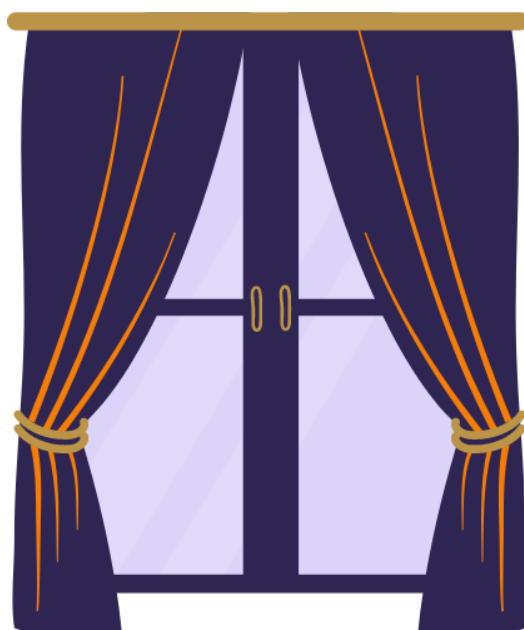


What to do?

Get evidence, (e.g. photographs), of the damp and mould and send this evidence along with a written formal request for it to be investigated and repaired (if it is found to be a structural problem causing the damp and mould), to your landlord. If you are unsure how to report an issue to your landlord, then contact the Student Welfare Advice Team at MDX for further information.

As a tenant, you should try to produce less moisture by applying some simple, cost effective measures to your lifestyles;

- Wipe away excess moisture from windows and windowsills and wring out the cloth rather than drying it on a radiator to prevent the removed moisture evaporating back into the atmosphere
- Dry clothes outdoors where possible; if using a tumble dryer, ensure it is a condensing unit or vented to outside
- Cook with pan lids on and open kitchen windows or use the extractor fan when cooking
- Open windows or use the extractor fan when bathing and showering
- Avoid using bottled gas or paraffin heaters in your property as these can produce up to 4 pints of moisture in 8 hours





What should your landlord do?

Your landlord has a responsibility to provide suitable ventilation to the property, especially in bathrooms and kitchens. They also must ensure that windows in those rooms can be opened, and where possible, provide extractor fans in these rooms.

Your Landlord must ensure your property has suitable cavity wall and loft insulation. Grants for this are available from The Energy Savings Trust advice centre - 0800 512 012. Landlords can also ensure that damp is not being caused by leaking central heating or waste piper, defective rainwater goods, drains, toilets or a failed damp proof course or rendering.

The structure of the property must be in a sound and watertight condition, and this is also something the Landlord is responsible for.

Noise and neighbours

Although it might be difficult to share your flat with people or live next to neighbours who are noisy, it is not your landlord's obligation to make sure that other people do not disturb you or stay quiet.

Often, in order to resolve such issues, it is best to talk to someone about the situation in a calm and polite manner. If this does not help, you can seek help from the Noise Pollution or Environmental Health Team at your local council.

Safety

There is something called the Housing Health and Safety Rating System (HHSRS), and it is used to assess if there are risks to your health and safety in your home. Local councils use this system to assess if your rented home has hazards that could put your health at risk. The HHSRS assessment identifies who's responsible for doing any work that's needed. The council can act against your landlord if the assessment shows your home isn't safe, and in some cases, the council can do the work and recover the cost from your landlord.

Common hazards you can complain about include:

- Damp and condensation
- Overcrowding
- Fall risks, for example: faulty stairs, holes in floors, uneven paving outside
- Dangerous wiring or electrics
- Faulty boilers
- Excessive cold

Private renters (which most students are) have a right to request a HHSRS assessment from their local council. The council decides what action to take against your landlord if repairs or essential works are required to improve the health and safety of your home. They can serve your landlord with a notice that sets out what your landlord should do. You should be given a copy of this at the time it is served to your landlord. The council can only serve one type of notice at any time.

Below are the kinds of notices that can be served as a result of a HHSRS assessment;

Hazard awareness notice

A hazard awareness notice warns your landlord that the council is aware of a problem in your home, but that it will take no further action. Contact the council again if your landlord does not act, or if the problem gets worse.



Improvement notice

This notice tells your landlord to carry out repairs or improvements that are needed to remove or reduce the risk to your health and safety. The notice will give a time limit for your landlord to do the work. Your landlord can be prosecuted or fined if they don't comply with the notice.

Emergency remedial action

If it's likely that you'll suffer serious harm if conditions in your home don't improve, the council can take emergency action. The council will do the work itself, and then charge your landlord for it.

Prohibition order

A prohibition order puts restrictions on access to all or part of your home. It can also place a limit on the number of people living there. The council can suspend the prohibition order so that people currently living there don't have to move out, but it will mean that new people can't move in.

Demolition order

In extreme cases the council can order that the building is demolished.

In addition to the above, your landlord has a duty to:

- Have a gas safety check carried out every 12 months by a Gas Safe registered engineer
- Make sure any furniture they provide meets safety standards
- Ensure any electrical equipment they supply meets safety standards

Your landlord must also install a smoke alarm on each floor of your home and carbon monoxide detectors in any room with a coal fire or wood-burning stove. However, this doesn't apply if you have a resident landlord.



Useful and Emergency Contacts

Middlesex University Accommodation Team

Telephone; +44 (0)20 8411 6121

Email: accomm@mdx.ac.uk

Barnet Council

Telephone; 020 8359 2000

Website: tinyurl.com/BarnetReport

Brent Council

Telephone; 020 8937 1234

Website: <https://www.brent.gov.uk/report>

Citizens Advice

Adviceline; 03444 111 444

Text relay; 03444 111 445

Thames Water

Telephone; 0800 316 9800

Shelter

Website; england.shelter.org.uk