

Liverpool Solidarity Federation

Tenants' Rights Handbook



Tenants of all kinds are exploited in numerous different ways in Liverpool and beyond, whether it's poor living conditions, rising rents, rip off agency fees, unsuitable, unsafe, or overcrowded accommodation, indifference from landlords, harassment, eviction, or often, a combination of these factors. We were experiencing much of this ourselves, and wanted to find ways to fight back.

Since we began our campaign against bully landlords, we have developed our knowledge of how to stand up for ourselves when faced with these problems. However, the information in this pamphlet is not exhaustive, and has not been written by legal specialists. Rather, it is information that we, as tenants, have learned over time from our own experiences of renting. Our hope is that it proves helpful to others who might find themselves in these situations too. We've presented it in the order that we have encountered these problems in our tenancies, so it starts with agency fees, moves on to right to rent, then deposits, then disrepair problems, before concluding with information on being evicted.

In the end, we know that knowing our rights is not enough to change what is a fundamentally exploitative situation, wherein someone's access to a home is guarded like a border and dependent on their capacity to pay money to someone else. However, given the power that landlords and estate agents hold over our lives, we also know that fighting back is daunting. In our

experience, knowing our rights has given us a good place to start from we feel more confident when we know the ways in which we are protected, even if these protections are only minimal, and often ignored.

The confidence we have developed from knowing our rights has allowed us to begin taking on landlords and agencies in other kinds of ways - such as via direct action - that we think do have the power to challenge the exploitative way that housing is distributed under capitalism. Tenants working together to challenge the ways in which landlords and agencies take ever-increasing amounts of money from us can be the basis for an alternative way of arranging our lives. For us, people working together to challenge a deduction to a deposit, or to demand compensation for poor living conditions, or to support someone having to move house in a stressful situation, shows that we don't need bosses, landlords, and governments to run our lives for us. We can do it ourselves, and our lives are better for it when we do.

We also know that these practices of sticking up for one another are by no means exclusively ours. People do them every day, helping friends write emails to aggressive and intimidating landlords, offering a supportive word to someone in a difficult housing situation, accompanying a friend on a visit to their letting agency, and so on. Our hope is that this pamphlet can make a useful contribution to these practices that already occur every day

that it helps empower people to fight back, and to support one another in doing so.

If you want us to help you do this, or if you want to help us do it, there's more information in the pamphlet about how we fight back beyond simply asserting our rights.

You can find out more information about Liverpool Solidarity Federation by visiting our website, at

LiverpoolSF.noblogs.org

Or you can also get in touch with us at:

LiverpoolSolFed@gmail.com

Right to Rent

Before the start of a new tenancy, your landlord must check whether your immigration status allows you to legally rent in England. This scheme has recently been rolled out across England and Wales, but right to rent checks are not yet legally required in Scotland. Hostels and refuges are exempt from right to rent checks. If your documents show that you are legally allowed to stay in the UK for a limited period of time, the landlord may allow the tenancy anyway even if the documents allow a stay in the UK that expires before the tenancy would end. If your right to rent expires, however, then your landlord must report this to the home office. Landlords may not do a follow up check if the documents you have shown do not indicate a legal time limit on your stay in the UK.

If you do not possess the normal documents to pass a right to rent check, an acceptable form of ID is a Letter from a British passport holder who works in or is retired from a specified "accepted profession". It is not a requirement that the letter says anything about your migration status or whether you do have the right to rent in the UK - it purely has to state that the person has known you for longer than 3 months, and how they know you. It is at all times the landlord who is liable for penalties relating to an improper right to rent check; the person writing the letter would not be putting themselves at risk. This letter can be used with another document to allow you to pass a right to rent check. You

may be able to use two of the following documents together to prove your right to rent.

- A current UK driving licence (full or provisional)
- A full birth or adoption certificate from the UK, Guernsey, Jersey, the Isle of Man or Ireland
- A letter from your employer
- A letter from a British passport holder in an 'accepted profession', which includes trade union officers, social workers, teachers, and others.
- A letter from a UK government department or local council
- Proof that you currently get benefits
- A letter from a British school, college, or university that you currently go to
- A Disclosure and Barring Service (DBS) certificate
- Proof that you've served in the UK armed forces
- A letter from a private rented sector access scheme or a voluntary organisation that's helping you with housing
- A letter confirming you've been released from prison within the past 6 months

- A letter confirming you're on probation from your offender manager
- A letter from the UK police about the theft of your passport

Anyone can use these documents to prove their right to rent - you do not have to be a British or Irish citizen.

If the document is a letter, email or DBS certificate, it usually needs to be dated within the last 3 months.

Deposits

When you move to a new place, you will likely have to pay a deposit in case you damage anything or fall behind on the rent. Landlords can, at maximum, only charge up to 5 weeks rent as a deposit. Legally, your landlord is required to put your deposit into a government "tenancy deposit scheme", which holds on to the cash in case of a dispute until it's sorted out. There are three different schemes in England; the Deposit Protection Service, MyDeposits, and the Tenancy Deposit Scheme.

Your landlord must protect your deposit within 30 days of receiving it. They must provide you with a certificate for the protection of your deposit, as well as with information about the scheme they have protected it in. You have the right to edit the inventory for the property that you are provided with at the start of your tenancy.

Deposit deductions can only be made to return the property to the condition it was in when you moved in. In addition, any proposed deposit deductions must take account of 'fair wear and tear. Your landlord or agency must provide invoices for any deductions they propose, which you can challenge. The burden of proof for any deductions lies with the landlord - the deposit is your money.

Disrepair

Anyone who's rented will have had an experience where something goes wrong in their house or flat and it takes longer than it should for the landlord or letting agency to fix it. Agencies often have automated systems for reporting disrepair issues, meaning it's hard to know exactly who to speak to, and even when you can get hold of someone, you often get passed from one person to another, with none of them seeming to know what's going on. In such situations, it can be very useful to know where you stand legally, as a statement of your rights will often force an agency or landlord to take the issue much more seriously.

Your landlord is responsible for the structure and exterior of the house (including drains, gutters and external pipes). Your landlord is also responsible for the gas (if applicable), water and electricity supply, as well as for sanitation (including basins, sinks, baths and sanitary facilities). Your landlord is responsible for making sure that the heating and water supply are safe and working. If your landlord won't repair one of something, you can arrange for a professional to do it and deduct the money from your rent, as long as you follow the right procedure.

Damp and Mould

Money-hungry landlords and agents might dismiss damp and mould problems, but the effects on our health are serious. Inhaling or touching mould spores can cause an allergic reaction. It can also cause asthma attacks. Mould is a particular problem for babies and children, elderly people, people with skin conditions such as eczema, respiratory conditions such as asthma, and those with a weakened immune system.

You should be able to dry your clothes inside without this creating damp and mould problems. Your house or flat should be able to deal with moisture e.g. by having extractor fans and facilities for drying your clothes. Your landlord or agency can't just tell you to 'open your windows' more regularly

If your landlord or agency won't do anything about the problem, you can report them to the council, who can make them take action. You can ask for the council to carry out a health and safety inspection of your property whether you are in a private rented, council, or housing association home

Harassment

If your landlord is harassing you, it's potentially a criminal offence. Examples of harassment include: Removing or restricting services like gas, electricity or water; visiting your home regularly without warning; interfering with your post; threatening you; sending builders round without notice; starting disruptive repair works and not finishing them; or harassing you because of your gender, race, sexuality, disability, or other characteristic.

Even if you owe rent, the landlord cannot harass you for rent.

You have the right to live without nuisance from your landlord (for example, they must give you 24 hours' notice before any visit unless it's a clear emergency). In most cases, your landlord must not discriminate against you for a protected characteristic. You are legally allowed to change the locks to protect yourself from harassment, as long as you keep the original lock and put it back on when you leave.

If your landlord is harassing you, it can be hard to know what to do. The power that landlords hold over tenants can make it daunting to confront them, and these situations can make you feel very isolated. Some strategies for coping with the situation could be:

- Look after yourself: Harassment is not your fault, and it's not your responsibility. It's great if you can immediately confront the perpetrator and take control of the situation, but there's no need to feel guilty if you can't.
- Communicate with those you trust: Take a moment to think about who is best in your life to turn to in this situation. This doesn't have to be about taking action, but it's often really helpful having people that you are comfortable talking to and that you can trust to understand and support you.

Increasing your rent

If your tenancy is an assured shorthold, and has a procedure for increasing rent then your landlord must follow it. In a fixed-term tenancy agreement (i.e. a six month or one year contract), your landlord can only put the rent up at the end of the fixed term, and you are allowed to try and negotiate the amount. You can reject the rent increase and your tenancy will continue at the original rent on a rolling, month-to-month contract, though this may mean that your landlord begins eviction proceedings against you.

If your contract is a rolling month-on-month/week-on-week tenancy, your landlord can only increase the rent once a year, and they can only do so via what is called a section 13 notice. The increase can only take effect after a reasonable period of time - usually one month for a rolling tenancy.

You can challenge rent increases via the government's tribunal system (gov.uk/housing-tribunals), but your landlord may simply choose to begin eviction proceedings against you.

If you are a lodger, with what is known as a 'live-in' landlord, the process is a little different. You are a lodger if you live with your landlord and share a kitchen, bathroom or other living accommodation with them. If there is a fixed-term agreement, the landlord must follow it, so unless there's a specific clause in the contract, the landlord can't raise the rent. However, if there is no fixed-term agreement, the landlord can increase the rent whenever they want.

Evictions

If you have an 'assured shorthold' tenancy agreement, and your landlord wants to evict you, they require a section 21 notice. This is the first step in the eviction process. It gives the tenant two months to leave from the date the notice is served in writing. If tenancy is fixed term (6 or 12 months), it cannot be served before the end of the term, unless the tenant has breached the tenancy agreement. It cannot be used after the landlord has been served an improvement notice by the council. The landlord cannot forcefully evict you from the property; section 21 only grants authority to seek possession from the court (only court officials, called bailiffs, can forcibly evict).

Being served with a Section 21 is a stressful experience. Landlords don't have to provide a reason for doing so, and tenants can feel helpless in the face of an intimidating process that can involve the courts. It is important to know that you don't have to have done anything wrong to be served with such a notice - it's the process by which any landlord can repossess the property.

Landlords usually want to make the most money out of their property for the least amount of time and care for tenants. That means that some landlords see repairs as a nuisance. They can look to silence tenants by evicting them, rather than addressing the conditions in the property.

A section 21, however must be served in a specific way. It must be on a specific form, form 6a.

A section 21 notice, however, will not be valid if:

- The notice period is less than 2 months

- The section 21 is served within the first 4 months of the original tenancy
- The landlord applies to court more than 6 months after giving the notice.

A section 21 notice will also not be legally valid if you paid a deposit at the start of the tenancy and:

- it has not been protected in one of the government-approved deposit protection schemes
- If the deposit was protected late

In Wales, a section 21 notice will also not be legally valid if your landlord or agent is not registered or licensed under the Rent Smart Wales scheme.

A section 21 notice is also invalid if the landlord hasn't given you copies of themselves

- gas safety certificate
- the energy performance certificate
- the government's How To Rent guide

Landlords can only charge fees in certain situations. If your landlord has overcharged you, or taken too high a deposit, these must be paid back before they can give you a section 21 notice.

If your landlord needs a license, such as could be the case for an HMO (a house in multiple occupation) they cannot serve a section 21 notice unless they have or have applied for a licence, or a temporary exemption. In some areas, all private landlords must have a license.

Refusing to carry out repairs reported by the tenant may constitute harassment from the landlord, or a 'revenge eviction', which could invalidate a section 21 notice.

If this is happening, retain evidence of the refusal to carry out repairs; keep copies of all correspondence, which you could print out and put in a file. Take pictures and videos of the condition of the property and date them.

If the notice is valid, then your tenancy continues as normal until you either leave the property voluntarily, or you're evicted through the legal process.

If you are a lodger, you can be evicted after being given notice, if you have a rolling agreement, or without any notice at all if you are at the end of a fixed-term agreement. Your written agreement will say how much notice they need to give you. A live-in landlord doesn't have to give you a section 21 notice, it could even be just verbal notice. It is still a criminal offence for a landlord to use violence, or threats, to evict you.

About Us

The Solidarity Federation is an anarcho-syndicalist union, a means for people seeking to improve our lives to organise in our workplaces, housing, and communities. SolFed brings together people in all occupations regardless of industry, craft or trade, whether we're employed or not. SolFed seeks the abolition of capitalism and the institutions of power that are associated with it, such as the state. Our goal is to create a society centred on needs rather than profit, based upon the principle "from each according to ability, to each according to need." We act according to the following principles:

- Solidarity & mutual aid: As individuals we are relatively powerless in the face of bosses, bureaucrats and the state, but when we act collectively across all boundaries of race, gender, nationality the tables are turned.
- Direct action: We do not make appeals to political or economic representatives to act on our behalf, but organise to get the things we want for ourselves.
- Self-organisation: When we take control of our own struggles we both learn how to act without bosses or leaders and ensure we can't be sold out or demobilised from above.
- We oppose all forms of oppression, discrimination and exploitation. The way we organise reflects the free society that we want to create: one based on voluntary association, democratic participation and workers' self-management.