

## **TENANT FAQs**

### **1. I don't have enough money to pay for a deposit outright – who can help?**

[Dundee Homefinder Service](#) can assist you to secure private sector tenancies in an area that suits you. If you are unable to raise a deposit Homefinders may be able to negotiate with landlords that you repay your deposit in regular weekly/fortnightly/monthly instalments.

### **2. I have never rented before – what kind of tenancy can I get?**

**\*\*On 1 December 2017 a new type of tenancy will come into force, called the Private Residential Tenancy, this will replace assured and short assured tenancy agreements for all new tenancies\*\*.**

The biggest change is that you can't be asked to move out of your property for no reason. Unless you give notice that you want to leave, or your landlord gives one or more of the 18 reasons for eviction, your tenancy will continue.

Your landlord must give you a written agreement before or on the date that you move into a property. To help both landlords and tenants, the Scottish Government has produced a standard form called the 'Model Private Residential Tenancy Agreement'.

To find out more information about the new tenancy please use the following links:

<https://rentingscotland.org/articles/new-private-residential-tenancy>

<https://beta.gov.scot/publications/private-residential-tenancies-tenants-guide/>

Here is a direct link to an explanatory video:

<https://youtu.be/SCCPXaD88Ro>

### **3. What information / documentation should I be given by my landlord?**

When your landlord advertises the property, they must include the Energy Performance Rating Certificate and their landlord registration number. By the time your tenancy begins, the landlord must give you the following documents:

- Tenancy agreement and Easy Read Guidance Notes
- Gas Safety Certificate (if applicable, e.g. if you have a gas boiler)

Prior to moving in, make sure all relevant certificates such as

- Gas Safety
- EPC
- EICR

in the property for you to inspect. A detailed inventory should also be provided.

Ensure you have up to date contact details for your landlord in case of an emergency and know how to turn off the water and electricity supply in case of an emergency.

Your landlord should also provide details of the tenancy deposit scheme your deposit will be lodged with and how you will resolve any disagreements regarding the deposits return.

Check out our [Tenant Checklist](#) for a useful guide.

**4. I have asked my landlord to fix my leaking roof and other disrepair issues, but he intimidates me and does not get it done – what should I do?**

The First-tier Tribunal for Scotland (Housing and Property Chamber) can help Scottish tenants and landlords resolve their differences and will provide tenants with a way to force landlords to do necessary repairs. All rented properties must meet the repairing standard at the beginning of the tenancy. It is then the tenant's responsibility to inform the landlord should the property drop below this standard during the course of the tenancy. For further information check out the [The First-tier Tribunal for Scotland \(Housing and Property Chamber\)](#).

*\*For initial advice or assistance, contact our Landlord Registration Team; Tel: 435406 or 435407. The team will give you advice and may refer you to our Enforcement Officers or other organisations that can help.*

**5. My hours have been reduced in work and I am struggling to pay my rent, I have never claimed benefits before, what can I do?**

There are numerous advice agencies across the city that can help you go through your income and expenditure, and help to apply for any benefits you may be entitled to. There are numerous organisations across the city that can help. Contact the [Council Advice Services](#) as a first step.

**6. I have built up some rent arrears and am scared I will be evicted – what can I do?**

If you have problems paying your rent, contact your landlord straight away.

Early intervention is key to tenancy sustainment – you may be able to claim for some help towards your Housing Costs through Universal Credit. Contact the [Council Advice Services](#) as a first step.

**7. My neighbour keeps having really loud parties; I feel threatened and don't know how to make them stop.**

Antisocial Behaviour can make people's lives a misery. If you complain about the antisocial behaviour of others, your landlord is required under the Antisocial Behaviour Act (Scotland) 2004 to take action.

If you are a victim of antisocial behaviour, contact the [Antisocial Behaviour Team](#), keep a log of incidents, and speak to your landlord.

**8. My landlord says I need to move out of my property next week, I have nowhere else to go – what can I do?**

Illegal eviction is when you are forced to leave your home by someone who does not have the legal right to do this. Your landlord can only evict you if they follow the correct procedures. These procedures vary depending on the kind of tenancy you have, but they need to provide adequate notice.

Contact the Council's 24/7 Homeless Advice Line 0800 633 5843 or 01382 432001 from a mobile to arrange an appointment and call Shelter Scotland on 0808 800 4444 for advice. If your landlord has physically removed you from your rented home or threatened to do so, you should report the matter to the Police.

**9. I want to leave my property - what do I need to do?**

If you have a **short assured tenancy** it is important to consider the following:

Ending the tenancy at the end of the fixed term: if you want to leave when the fixed term ends, you should give your landlord written notice. Your tenancy agreement should state how much notice you need to give.

Ending the tenancy before the fixed term ends: your tenancy agreement should say whether or not you can end your tenancy before the fixed term ends, and how much notice you need to give. If your tenancy agreement does not mention this, you may find your landlord can still charge you rent until the fixed term ends, even if you need to move out before this.

If you have an **assured tenancy** your tenancy agreement should state how much notice you need to give if you wish to leave the property. You must provide your landlord with appropriate written notice if you wish to leave in accordance with your lease.

If you have a **Private Residential Tenancy** you have to give your landlord at least 28 days' notice in writing if you want to end the tenancy (unless you ask for shorter notice and they agree in writing). The notice period will begin on the day your landlord gets your notice, and ends 28 days after that date.

So if you send the notice to your landlord by post or email, you must allow your landlord 48 hours to receive it. This delivery time should be factored into the amount of notice you give your landlord.

If you send your landlord a notice to leave by recorded delivery post on 23 January, they will be expected to receive the notice on 25 January; the 28 days' notice period will start on 25 January and end on 21 February, so the earliest date you could leave the let property would be 22 February.

Your notice has to be given 'freely and without coercion'. This means your landlord must not have pressured you into leaving. If your landlord tries to persuade or force you to leave without following the correct legal process then they could be carrying out an illegal eviction. This is a criminal offence in Scotland. An example of an illegal eviction by coercion could be carrying out work that makes it impossible for you to continue to stay in the property, e.g. removing the toilet or stopping the drinking water supply.

You cannot give notice before you move into the let property.

If you give your landlord notice but then change your mind before it ends, you can ask them to continue the tenancy instead. It's up to your landlord to decide whether to agree.

To end a joint tenancy, all the joint tenants must agree to end the tenancy and sign the notice to leave. One joint tenant cannot terminate a joint tenancy on behalf of all the joint tenants.

## 10. **Where does my deposit go?**

All landlords who receive a deposit, and who must register in the local council's register of landlords, must comply with the tenancy deposit scheme regulations. Your landlord must give you information on the circumstances in which they may withhold your deposit and give you details of the scheme protecting it.

Once you pay the deposit to your landlord or letting agent, your landlord must give it to an approved deposit scheme to hold in a designated account. Your landlord must ensure the deposit remains with an approved scheme until it is due to be repaid after the end of the tenancy.

You may apply to a Sheriff Court for sanctions against your landlord for failing to comply with the regulations. If the Sheriff decides your landlord has failed to comply, they can order the landlord to

pay you up to three times the deposit amount. They may also order that your landlord sends the deposit to an approved scheme or provides the missing information.

#### How will I get my deposit back at the end of a tenancy?

Your landlord should apply to the scheme for repayment of the deposit after the end of the tenancy, giving details about how much of the deposit should be repaid to you. If this does not happen, you can also apply for repayment. The scheme will write to you, asking you to say whether you agree with the landlord's application, or whether you wish to dispute the amount. If you agree with the landlord's application, the scheme will repay the deposit accordingly.

If you disagree with the amount of deposit your landlord has applied for, you can ask for the dispute to be referred to an independent adjudicator. Before this can happen, the scheme must be sure you have tried to resolve the dispute with your landlord. The adjudicator will decide how the deposit should be repaid, based on evidence from you and your landlord. Further information is available [HERE](#).

#### **11. Can my landlord access my property without my knowledge or consent?**

NO – unless in very exceptional circumstances. A Key Agreement - agreement for the retention (and possible use) of keys by Landlord may help clarify your rights and responsibilities. The Key agreement is good practice - it confirms the tenant permits their landlord to keep a key and also the times that it could be used. However, a landlord should never enter the property without the tenant's presence or written consent, after giving at least 24 hours written notice. Exceptional circumstances would be events such as fire, gas leak or flood that require emergency intervention for the safety of the home or occupants.

#### **12. After I pay my rent and other bills I am struggling to afford to heat my home through our electric storage heaters – can I get any help?**

Households with a limited income may be able to access a range of assistance in making their home more energy efficient. Contact Dundee Energy Advice Project for help, or ask the Private Landlord Support Officer to discuss the options with your landlord. For more information about help available, visit Home Energy Scotland.