



# Tenant Responsibilities

If you wish to become a tenant, you need to know about your responsibilities.

You must:

## Provide documents for a right to rent check

Your landlord has to check you have the right to rent a home. You must provide certain documents to enable them to check you have the right to live in the United Kingdom.

A landlord can't rent a property to you if you don't have the right to rent.

## Pay your rent on time

Rent is usually paid in advance every month or week. You must pay it on time.

If you fall behind with the rent, your landlord can take steps to evict you and claim any money you owe them.

## Housing Benefit

If you claim housing benefit to help pay your rent, you must:

- \*keep your claim up to date
- \*tell the housing benefit department about any changes in your circumstances
- \*complete any renewal forms they send to you and return them within the time limits set

Contact the council if your housing benefit is delayed. The council can make an interim payment on account while your claim is being processed.

## Universal Credit

If you claim Universal Credit to help pay your rent, you must keep your claim up to date.

You must report any change in your circumstances. You can report changes through your online account.

See [Gov.uk](https://www.gov.uk) – **Universal Credit** for what changes to report.

You can apply for a short-term advance payment while you are waiting for your Universal Credit claim to be processed. You will only get a payment if you would suffer financial hardship without one.

## Look after your home

Your landlord is responsible for certain repairs and maintenance however as a tenant you are also responsible for certain things.

As a tenant you must:

- \*report any repairs needed to your landlord
- \*make sure your home is well ventilated (to help avoid condensation and damp)
- \*do minor maintenance (such as check smoke alarms are working, change light bulbs)
- \*dispose of your rubbish properly
- \*You must not damage internal decorations, furniture and equipment. You'll have to pay for anything you've broken or damaged.
- \*Your landlord must make sure that gas and electrical installations meet safety standards. You must not use unsafe appliances.

## Ask for permission when it's needed

Check what your tenancy agreement says about when you need your landlord's permission.

You will probably need to ask you landlord if you want to:

- \*take in a lodger
- \*make improvements to the property
- \*run a business from the property

Your agreement may also say you need permission for keeping a pet, smoking or parking a caravan on the property.

**Always put requests to your landlord in writing and keep a copy.  
Keep copies of any reply.**

The landlord does have the right to refuse these requests.

## Allow your landlord access

You must give your landlord access to the property if repairs are needed to see if repairs are needed or to carry out repairs. Your landlord must give you reasonable notice.

You have the right to live in your home without unnecessary interference from your landlord. You have the right to stop your landlord coming into your home, unless you share your home with them.

Harassment by a landlord or someone acting on their behalf may be treated as a criminal offence.

### **Take responsibility for behaviour**

You should not behave in an antisocial or aggressive way towards your:

\*neighbours

\*landlord

\*anyone employed by your landlord

If you are the tenant, you will be held responsible for the antisocial behaviour of anyone who lives with you or visits you.

Your landlord can take steps to evict you for anti-social behaviour.

### **Keep to the rules of your tenancy**

If you don't follow the rules of your tenancy, your landlord can take steps to evict you.

You could be evicted for breach of contract if you break tenancy conditions that say you must not:

\*run a business from the property

\*engage in antisocial behaviour

\*keep cats or dogs

### **Follow rules on smoking**

Unless the tenancy agreement says that your property is non-smoking, you are allowed to smoke and allow visitors to smoke in your home.

Smoking is not usually allowed in any parts of the building that are shared with other tenants.

### **Live in your home**

You could lose your tenancy if:

\*it is no longer your main home

\*you rent out your home to someone else while you are away

\*you don't pay the rent

Tell your landlord if you will be away from home for any length of time. For example if you are going into hospital, into prison or are caring for someone who lives somewhere else. You must keep paying the rent while you are away.

## End your tenancy properly

You must end your tenancy properly if you want to move out. If you don't end, you will still be liable for rent. This applies even if you are no longer living there.

It is possible to end your tenancy immediately but only if the landlord agrees to this. Get their acceptance in writing.

You can't give notice if you are still in the fixed term of a tenancy, unless your tenancy agreement says you can.