COVID-19 and your housing rights

Lancaster University Students’ Union Advice Service has had a number of enquiries from students about their housing in relation to the Coronavirus pandemic.

We have put together some responses to frequently asked questions regarding **private rented housing.**

**If you are in University accommodation you need to contact the accommodation manager for your college directly.** You can find their details [here](https://www.lancaster.ac.uk/accommodation/contact/):

If you feel this page does not answer your question, or you require further advice in relation to your specific situation, please contact us here: advice@lancastersu.co.uk

This is an ever-changing situation and information that we can provide may change depending on legal changes and guidance from within Government and the University. However, if you think that the Students’ Union should be fighting to make change to any guidelines, recommendations or representing you in a certain way within the local community; you can contact your President and VP Welfare

It is important to note that as advisors, we are politically neutral. The position of your elected officials is not something that we can comment on or change and we advise that you contact them with any comments or ideas you have. We are able to provide independent and confidential support and advice to students regardless of their standpoint.

1. **My contract has not ended but I am not returning to the property. Do I still have to pay rent? What happens if I don’t?**

If you move out/do not return before the end of your tenancy you are still responsible for the remainder of your rent. We have not at the time of writing, received any information regarding letting agents/landlords being required to allow students to leave tenancy agreements early due to the pandemic. Our advice is to speak with your provider directly regarding this issue. It is at your landlord’s discretion whether they accept an early release from the tenancy, reduce your rent or hold students liable for payment. If you would like support in writing a letter to your landlord please contact us directly.

If you have signed a joint tenancy agreement and all have decided that you do not wish to return to the property this may make it easier to end the tenancy early. This is because in order for a tenancy agreement to come to an end early all parties must agree. Therefore, our advice is to contact your provider collectively as a group to explain this should this be your situation.

If you don’t pay your rent, the landlord/provider may act to get the rent from you or your guarantor if you have one. They may also take money from your deposit. If the amount you owe exceeds your deposit, they may write to you to formally request the money. You may also be charged interest on the amount owing which should not exceed 3% above the bank of England base rate. If you still don’t pay, they may start a court claim against you.

If a landlord starts court action against you for unpaid rent, this is not a criminal trial or offence and you therefore will not get a criminal record. You will be asked to attend court and the hearing will go ahead even if you’re not there. If a judge decides that you should have paid the money, you will be asked to pay by a judge, you may then also be held liable for the landlord’s court costs.

If you then do not pay this money after a judge has said that you should, you may receive a judgement that negatively affects your credit rating in the UK. This makes it difficult for you to borrow money or pass reference checks for rented accommodation in the future in the UK. If you are worried about this impacting any current or future visa in the UK, please seek further [advice](https://www.lancaster.ac.uk/student-and-education-services/international/).

It is a criminal offence for your landlord to use or threaten violence when evicting you.

1. **My flatmate has confirmed or suspected Coronavirus. Can I leave the property?**

Please ensure that you are following the recommended [self-isolation](https://www.nhs.uk/conditions/coronavirus-covid-19/self-isolation-advice/) guidelines. If you do not stay at the property due to someone you live with having coronavirus, you will still remain liable for the rent.

1. **I can’t afford my rent payments due to Coronavirus. What do I do? Can I be evicted?**

The government has announced a ban on evictions; this is currently due to last until 21st February 2021.

However, the government has not taken any action to suspend rent payments and has asked landlords/providers to ‘act compassionately’. It has been advised that the expectation at the end of this ‘eviction ban’ period that tenants and landlords will work out a realistic repayment plan for any rent missed, taking in to account your circumstances.

Although your landlord is expected to reach out to you as per the Government advice to establish your financial situation, you can act now by asking your landlord/provider to show compassion during this time regarding rent payments.

[SLC](https://www.gov.uk/government/news/slc-coronavirus-covid-19-update) have confirmed that students will receive their scheduled or next instalment of their maintenance loan as planned regardless of any alternative arrangements for teaching from your department.

If you find yourself in hardship as a result of the pandemic, you can find possible funding opportunities [here](https://www.lancaster.ac.uk/student-and-education-services/money/funding/) or you can email the Lancaster University Funding Team for some guidance. If you are facing a loss of income, you may be able to apply for Universal Credit, which includes Housing Benefit. If you can’t work because you are ill, you might be able to claim Employment and Support Allowance (ESA). You can find more information from [Citizens advice](https://www.citizensadvice.org.uk/benefits/coronavirus-check-what-benefits-you-can-get/) on support you may be entitled to, including a benefits calculator.

**If you find yourself in a position where you feel you may be evicted, please** **contact us** **ASAP for advice specific to your situation.**

1. **Can I prevent my landlord from bringing people in to the house to do viewings to reduce my chance of infection?**

Government guidance now states that viewings can go ahead so long as they are conducted in line with [guidance on viewings](https://www.gov.uk/guidance/government-advice-on-home-moving-during-the-coronavirus-covid-19-outbreak). Viewings should be conducted virtually where possible.

1. **My live-in landlord has asked me to leave so they can self-isolate. What are my rights?**

Your landlord does not have to apply to court to evict you. Your landlord can ask you to leave at the end of your fixed-term agreement and they can ask you to leave earlier if the contract says that they can.

If there is not a notice period set out in the agreement, you are entitled to ‘reasonable’ notice. This may be a week if you pay rent weekly or a month if you pay monthly, for example.

If you are not given reasonable notice or asked to leave before the end of your fixed term when your contract doesn’t permit this, you could dispute this with your landlord. It is difficult to do this however, and so you should contact us for advice if this is happening to you.

It is a criminal offence for your landlord to use or threaten violence when evicting you.

1. **Do I have to let a landlord in to carry out an annual gas safety check during this time?**

It is very important to carry out gas safety checks. Current government guidance states that work can be done in the home so long as guidance on staying alert and social distancing is followed. However, it might be the case that maintaining self-isolation is more important in the short term. If you are at high risk from COVID-19 and there are no concerns regarding your gas installation, then you may want to consider finding another reasonable time to have the gas check occur.

If there are any signs that your boiler is faulty or you smell gas then you should ensure that the inspection happens, as your boiler requires urgent attention.

1. **I live in a shared house and the landlord or other tenants are saying that I cannot bring guests to my room-do they have any right to stop me?**

Disagreements between tenants must be resolved between yourselves. Sometimes the landlord can help you reach an agreement but they are not obligated to.

If your landlord or housemates are stopping you from bringing guests into the house then please note that they are following the current government guidance. It is important to consider this government guidance and also take into consideration that you may be putting others at risk by allowing guests into your shared home at this time. One of your housemates may have a medical condition that you are unaware of that may make them more vulnerable to Covid-19.

The advice is to not bring anyone into the home unless absolutely necessary at this time until the government says otherwise.

1. **What is Force Majeure and does it mean I can end my tenancy because of COVID-19?**

Some tenancy agreements have a ‘Force Majeure’ clause. Force Majeure means an event that is beyond a party’s reasonable control that prevents or delays said party from performing its obligations under the agreement. The COVID-19 pandemic may be a ‘Force Majeure’ event, however it is unlikely to prevent you from occupying the property or stop the tenancy from continuing. It is therefore unlikely that this clause will allow you to end your tenancy early.