

# 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](#):

If you feel this page does not answer your question, or you feel confused by the advice in relation to your specific situation, please contact us here: [advice@lancastersu.co.uk](mailto: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 and Community](#).

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, waive the final terms rent, reduce your rent or hold students liable for payment. You can find a template to help you start the conversation with your landlord on our site.

If you have signed a joint tenancy agreement and all have decided that you do not wish to return to the property for the final term 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](#).

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

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

Please ensure that you are following the recommended [self-isolation](#) guidelines. If you do not stay at the property due to someone you live with having coronavirus, you will be liable for the rent.

## **3. 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 for at least 3 months, meaning that you will not be evicted during that time. They have also announced a 3 month 'mortgage holiday' for all landlords whose tenants are experiencing financial difficulties due to Coronavirus.

However, the government hasn't 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 in the 3-month period, 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. We have provided a template to help start the conversation on our site.

[SLC](#) can confirm that students will receive their scheduled or next instalment of their maintenance loan at the planned start of the summer term 2020, 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](#) 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](#) 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.**

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

The government has made clear to all providers/landlords that all viewings should not occur at this time. Viewings are not necessary movement and you should not be having visitors in your home where at all possible. You may wish to refer your landlord to the [guidance on self-isolation](#) if you are concerned and the updated Government guidance to cease all viewings for the time being.

**5. 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.

**6. 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. 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. The legal starting point is that you have a fundamental right to exclude anyone from the property and this includes your landlord. They should never force their way in. If you refuse access you can refer your landlord to the health and safety executive guidance to landlords which states that landlords should make reasonable efforts to conduct a gas safety check annually and if not possible, they should keep evidence of the reasons as to why the inspection could not be done. That will be the correct thing for many landlords to do right now.

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 would need urgent attention.

**7. 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 solved between yourselves. Sometimes the landlord can help you reach an agreement but they are not obligated to.

You need to bear in mind that they are following the latest Government guidance and that social gatherings of more than 2 people are not currently permitted and that other tenants/the landlord may contact the Police on 101. To not follow this guidance is to put yourself and others at risk and could land you with a fine. Your housemates or landlord might be vulnerable due to a medical condition you do not know about. Where possible, you should avoid bringing visitors into your house until the Government advises otherwise.

**8. 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.