

Questions and Answers
Letting with LetSU

1. Am I responsible for the whole rent or just my share?

You will be entering into a joint tenancy agreement. This means you are all joint and severally liable and therefore all responsible for the rent as a whole, rather than individual shares.

E.g. if one person fails to pay their rent, everyone in the group is liable for the arrears. Any damage caused to the property is the responsibility of the group and deductions are equally made from deposits, unless the responsible individual tells us otherwise.

2. I no longer want to live in the house, do I still have to pay rent?

You are legally responsible for the rent due for the duration of the tenancy, based on the agreement you have signed. You are able to replace yourself within the tenancy (charges apply). Your replacement would need to complete all documents as you did (i.e. guarantor agreement), all tenants will need to resign a new tenancy agreement and the replacement would need to pay their deposit and rent due.

3. What is my deposit for and when will I get it back?

Your deposit is held for the duration of your tenancy, to cover any rent arrears, damages and tenant charges. You will receive an inventory for the property and at the end of the tenancy, a check out report. These will base our decisions regarding any deductions to be made. The property should be returned in the same condition it was provided at the start of the tenancy, barring allowances for 'fair wear and tear'. Deposits will be returned within 10 working days (following deduction agreements by both the landlord and tenants).

4. Guarantors

You will need a guarantor for your tenancy to go ahead. The guarantor is a guarantee that should the tenancy incur rent arrears, damages in excess of the deposit amount or charges, that they will pay anything due. All guarantors that form the tenancy are jointly and severally liable for themselves and all tenants.

This must be someone over the age of 21 years old, in full time employment (37.5 hours per week) and a Great British resident. We credit check all guarantors. If this check is failed, there will be a charge of £20.00 applicable to the guarantor/tenant.

If you are unable to find a guarantor that is suitable, you will need to pay an additional £150 deposit at time of booking and the full year rental amount, by

the commencement date. This is an arrangement that is subject to the landlord's agreement.

5. What if I don't like who I am living with?

All group issues need to be resolved as amicably as possible. It is not possible to evict one person as you are all joint tenants.

If you are having difficulties you are more than welcome to discuss these with the Student's Union's Advice and Support Centre (asc@herts.ac.uk).

Don't Forget!

- This is a joint tenancy; you are booking the **whole** property, not individual rooms. Therefore you are **all equally responsible** for all tenancy related matters.
- The **first instalment of rent is due on the date of commencement**; no keys are released until **all** tenants have paid. This is **before** your Student Finance is released, so be sure to consider alternative arrangements for rental payments.
- Upon signing the tenancy agreement, it becomes a legally binding agreement between you and the landlord, for the fixed term.
- All rent due is the responsibility of the whole group – not just the individual whose share is owed.