

## Sub-letting FAQ

We've prepared this document in the event that you may be thinking about sub-letting your room for a period during your tenancy.

### What is a sub-let?

This is where you decide to rent your room to another person.

Even though you have rented the room to someone, you are still responsible to Student Homes for rent and abiding by the tenancy terms.

### What is the difference between assignment of my tenancy, and sub-letting?

When you assign your tenancy you are ending your arrangement with Student Homes by means of providing a replacement tenant. Once the tenancy is assigned to the replacement tenant, your responsibilities for the room and house are over.

With sub-letting you are in effect becoming a private landlord and forming a tenancy with an individual who will temporarily stay in your room. Sub-letting your room does not end your tenancy with Student Homes, and you will still be responsible for paying rent to us. You will remain responsible for ensuring whoever occupies the room abides by all the terms of **your** tenancy agreement with Student Homes just as though you were staying in the room.

### Can I sub-let my room at any time?

Before you sub-let your room you'll first need to seek the permission from Student Homes.

We'll want to know who you're sub-letting your room to, how much you are going to charge and how long this will be for.

As we only let to students we'll want you to sub-let your room to another full-time student and show us evidence of this.

You also need to be conscious that when you sub-let your room you are effectively becoming a landlord and forming a tenancy with the person letting your room. This will most likely be an Assured Shorthold Tenancy (AST). This tenancy types grants security of tenure for 6 months.

This means you shouldn't start a sub-let of your room within 6 months of the end of your tenancy, as you'll be granting permission for the sub-letting to continue beyond the end of your tenancy, and therefore permission for someone to stay in the room/house. Even if you create an AST and state the stay is less than 6 months, the person occupying the room is legally entitled to stay for 6 months.<sup>1</sup>

This is why we will not usually agree to a sub-let in the last six months of your tenancy.

### **Who can I sub-let my room to?**

We only house full time students in our properties. This ensures there are no implications in terms of council tax for those staying at the property (because everyone will be a full-time student).

You will also need to verify that the prospective tenant has the right to rent in England. This is a legal requirement for all private landlords as per the Immigration Act 2014.<sup>2</sup>

Information about checking the "Right to Rent" status of an individual is available via a UK government website [here](#).

We will ask you to verify you've checked the Right to Rent and student status of the individual, as well as provide their contact information before we grant permission for a sub-letting.

We will not usually agree to an assignment to a first year undergraduate student unless they are over 25 years of age.

Where you live in a college specific property (e.g. a Goldsmiths property), we'll only consider permission for a sub-let where you find another person from the same college,

In other cases we will consider granting permission for a sub-let to any second year full time student studying at one of our partner colleges<sup>3</sup>.

We will want to ensure that the other students who will be sharing accommodation with your replacement can live happily with the person you have found. We will not agree to a sublet where they seem to have legitimate concerns.

There may be other reasons why we refuse to agree to a sublet or assignment. We will try to be reasonable but we may not always be able to tell you why we are refusing, if for example it involves something confidential about the person.

### **How do I get permission to Sub-let my room?**

1. Get in touch with the Student Homes team to inform them of your wish to sub-let your room. You'll also need to inform those you are sharing the property with that you want to sub-let your room.
2. You'll need to show you have completed the following checks on your prospective tenant:
  - Provide evidence of their Right to Rent in the UK

- Provide evidence that they are an enrolled full time student at a University of London college<sup>3</sup>
3. Then confirm that the agreement you have with the prospective tenant will not end after the tenancy you hold with Student Homes, by providing a sample copy (note you should not have offered a contract to your tenant at this point as we have not given you permission to do so.)

### **What information do I need to provide to Student Homes if a sub-let is agreed?**

You'll already have provided details of the tenant's right to rent in the UK and also shown that they are enrolled as a full time student. You'll also need to provide:

- Full Name
- Contact details (phone number, email address and previous/home address)

The above is so we can copy your tenant into any communication that may apply to you both (i.e. a contractor visit, or notices regarding use of the house etc.).

### **What am I responsible for if I sub-let my room?**

You'll be responsible for everything in your room and at the property as though you were living there.

This is because your tenancy does not end when you sub-let your room.

So we'll still communicate with you as if you were occupying the room. Though we may also communicate with the person you've sub-let your room to, you'll be responsible for ensuring any requests and obligations are actioned.

### **Who pays the rent?**

You are still responsible for paying rent to Student Homes.

The tenant whom you have a contract with is responsible for paying rent to you.

You should consider how this will work and whether to take an upfront payment of all rent prior to them moving into your room.

Your tenant failing to pay-you rent is not a reason for not paying the rent you owe to Student Homes.

Please note we will not accept a direct rent payment from the person you have sub-let your room to.

### **I'm behind on my rent payments, but want to sub-let my room, can I still do so?**

You will need to make sure your rent payments are up to date before we give permission for you to sub-let your room.

### **Should I take a deposit?**

Taking a deposit as a private landlord (which you'll become by sub-letting your room) may mean you'll have to place your tenants' deposit in a tenancy deposit protection scheme. This is a legal requirement for all tenancies that are AST's. More information is available via the government website [here](#).

Instead of taking a deposit you may wish to ask for all the rent due upfront.

### **There's been damage, am I responsible?**

You are still responsible for any damage to your room whilst any sub-let takes place.

Any damage to communal areas may be shared between you and the other Student Homes tenants as though you were still living at the property.

<sup>1</sup>Section 21(5) of the Housing Act 1988 provides that a possession order may not be made so as to take effect earlier than six months after the beginning of the tenancy

<sup>2</sup>Under section 22 of the Immigration Act 2014 a landlord should not authorize an adult to occupy property as their only or main home under a residential tenancy agreement unless the adult is a British citizen, or a European Economic Area (EEA) or Swiss national, or has a 'right to rent' in the UK. Someone will have the 'right to rent' in the UK provided they are present lawfully in accordance with immigration laws.

<sup>3</sup>Where the property is let to students of one college, your proposed tenant would need to be from the same college. In all other cases, they would need to be a member of Students Homes partner colleges as listed in our website FAQ [here](#).