

Problems in shared accommodation

If you're looking for accommodation, one option is to consider sharing accommodation with friends. Or you might answer an advert asking for a new person to move into an existing flat share. These arrangements usually work out cheaper than renting by yourself but it may be more difficult to sort out issues if things go wrong. This fact sheet suggests how you can deal with the most common problems.

If you're moving in with three or more people, at least one person isn't related to the others and you share facilities like a toilet and shower, you may be living in a **House in Multiple Occupation**. Your landlord may need a licence for the property, and there are special rules about repair and health and safety. You can find out more about this from your local council, or on the Adviceguide page about **Private sector tenancies**.

What happens if one person doesn't pay their share of the rent

In a flat share, you usually all have equal responsibility for paying the total rent due. If the landlord doesn't get all the rent due, you could all be evicted and the landlord can try to get all the money due from any one of you. This is called **joint liability**. However, there are other possible legal arrangements. For example, it may be that you each only have legal responsibility for your part of the rent and it doesn't matter to you if your flat mate isn't paying the rent – you can't be evicted.

So if one person isn't paying the rent, check the legal agreement you signed when you moved in. If you have a joint tenancy, you have joint liability and will have to cover the other person's share of the rent and then try to get it back from them. You may be able to take legal action against them to get back the money they owe you.

What happens if one person doesn't pay their share of the bills

Utility bills

Usually in a flat share, you all agree between you to pay an equal share of the utility bills. These are bills like gas, electricity and water. However the legal situation as far as the supplier is concerned can be very complicated.

The most common situation is that one of you asks for the gas or electricity to be connected. That person is entering into a contract for the supply. Their name is on the bill and they will be legally responsible for the whole of the bill until they end the contract. If your name is on the bill and the others won't pay you their share of the utility bills, you will usually have to pay the whole of the bill and try to take legal action against the others for the money. Even if you move out, you could still be asked to pay the whole bill.

In some cases, the supplier can hold other people in the flat responsible for the bill but only if they can prove that the person who made the contract did so on behalf of the other residents. So if you're the person who asks for the fuel supply, it is best to

get it accepted in writing by the supplier that you are asking for the supply on behalf of everyone else. If an account has been set up using the names of all the residents, the supplier can legally chase anyone named on the account for any outstanding debts. For example, if your name is on the bill and you've paid your share of the fuel supply but another resident doesn't pay their share, you could still be held legally responsible for the remaining debt.

The situation is different again if no-one actually enters into a contract for the supply of fuel. You might just carry on using fuel that was already connected when you moved in. This is called a **deemed contract**. In this case, any adult living in the property and using gas and electricity can be held responsible for paying for the whole of the supply.

As the legal situation is so complicated, you may need expert advice if there are problems with tenants not paying their share of the bill.

Phone bills

The person whose name is on the account is responsible for the phone bill. Some phone companies will only allow one person to be named on a telephone account. Other phone companies allow joint names to hold a phone account. In this case, each of the account holders is responsible for the bill and may be chased for payment. If you're the only person named on the bill and the others won't pay their fair share of the phone bill, you will have to pay the whole phone bill and take legal action against the others for the money.

Council tax

Usually you all have joint responsibility for the whole of the council tax bill. This means if the whole of the bill is not paid, the council can decide which of you to take action against to get their money back. Remember that if you are in a household where only students live, you won't need to pay any council tax at all. You will need to fill in a form for the council applying for student exemption. If you live in a House in Multiple Occupation your landlord is liable for the council tax, but they may pass the cost on to you in what they charge you.

TV licences

If you all live together as one household, you only need to buy one TV licence for all the TVs you bring into the household. This is the case even if you have TVs in your individual bedrooms. You will normally agree that you will share the cost equally. However, if you don't live together as one household, for example if you have separate tenancy agreements for your rooms, and have TVs in your individual rooms, you will each need to get your own TV licence. If you only have a TV in a communal area, such as a shared kitchen, only one licence is needed. You can be prosecuted if you need a TV licence and don't buy one.

Can you force someone to leave

If problems arise, try to sort them out by talking between you. An independent third party may be able to help in difficult cases. If this doesn't sort out the problem, you'll need to be sure about your legal position before you can take action.

Look at your tenancy agreement and at any agreement you signed when you moved in. If you're all joint tenants, you all usually have equal rights to remain in the property and one of you can't be forced to move out. But you should remember that if one of the joint tenants gives notice to the landlord that they're going to leave, this could end the tenancy for all of you. You might try talking to your landlord about the problem but this can be tricky – usually the landlord won't be interested in problems between flatmates. Also, in very serious cases, for example, if one tenant's behaviour is so bad that they are breaking the tenancy agreement, the landlord could end the tenancy and you could all lose your home. However, the landlord might agree to sign a new joint tenancy with everyone except the flatmate causing the problem.

The situation is different if you all have separate tenancy agreements. If one of the other tenants is causing problems, your landlord may decide to evict them and if this happens, it won't affect your own tenancy. Another possibility is if one tenant is the main tenant. This means that one person is on the tenancy agreement and the other people in the flat are effectively their subtenants. This means that the person who has made an agreement with the landlord is actually your landlord and may only have to give you reasonable notice if they want you to leave. This notice could be a very short amount of time and it does not need to be in writing. If you are the subtenant, check whether the main tenant has permission from their landlord to rent a room out to you, as this may affect your rights.

The legal situation can be very complicated, so get advice if you are being asked to leave a flat share or if you want one of the people you live with to leave.

Leaving before the end of the tenancy

Usually when you move into rented accommodation, you sign up for a fixed period of time. This is often six months but it can be longer. Once the agreement has been signed, you are legally responsible for the rent for the whole period whether or not you stay in the accommodation.

One of you wants to leave

If one of you wants to leave, check the tenancy agreement. If everyone signed an individual tenancy agreement, you are only responsible for your part of the rent until the end of the agreement. The tenancies of everyone else won't be affected. But if you signed a joint tenancy agreement, you are all legally responsible for the whole of the rent. If one person leaves, the landlord will still want the whole of the rent and if it isn't paid, they can evict you all. If the rest of you cover the rent of the person who leaves, you may be able to take legal action against them to get your money back. You could try finding someone else to take over your tenancy and pay your share of the rent but this will depend on whether your landlord, and the other people you live with agree. When you moved in, you probably had to pay a deposit and if you move out before the end of your tenancy you will not usually get this back until the end of the tenancy. There are no general rules about what happens if the subtenant of the main tenant wants to leave. However, if there is a written agreement, this will usually say what notice you have to give to your landlord. You will have to pay your rent until the notice runs out even if you are no longer living there.

You all want to leave early

If you have a joint tenancy and you all want to leave early and end the tenancy agreement, you will still have to pay the rent until a new tenant is found. If your tenancy is for a fixed term, it may have a break-clause. This is a clause in the tenancy which allows you or the landlord to end it early at a certain time. You should check your tenancy agreement to see if it has a break-clause.

What about getting my share of the deposit back?

There might be problems if the landlord keeps some or all of the deposit because of damage in the flat when you all leave. If you have a joint tenancy, you're all equally responsible for damage so the loss of the deposit should be shared between you. However, some flat sharers agree between them that they will each pay to repair the things they damaged – in this case, the deposit should then be returned and shared out between you. If your tenancy is an assured shorthold tenancy which started on or after 6 April 2007, your landlord must put your deposit in a tenancy deposit protection scheme. You can find out more about these in our factsheet

Tenancy deposits.

What happens if a new person moves in

If you want someone else to move into the flat, the existing tenants will generally have to check with the landlord. For example, you'll need the landlord's permission if you're a joint tenant and you want one tenant to be replaced by another. You may all have to sign a new tenancy agreement. You may have to pay an administrative charge for this. If you're the main tenant, you will usually need your landlord's permission before you're allowed to have lodgers moving in.

Further help

Citizens Advice Bureau

Citizens Advice Bureaux give free, confidential, impartial and independent advice to help you solve problems. To find your nearest CAB, including those that give advice by e-mail, click on [nearest CAB](#), or look under C in your phone book.

Other information on Adviceguide which might help:

- Disrepair in rented accommodation
- Renting from a social housing landlord
- Finding accommodation
- Private sector tenancies
- Help with your rent – Housing Benefit
- Courts of law

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