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TENANCY AGREEMENTS

**In this guide you will find
detailed information about:**

- o Fixed term & periodic agreements
- o Joint & separate tenancies
- o Giving notice
- o Getting your deposit back



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If you have a fixed term tenancy agreement

If you have a fixed term agreement, this means that you have agreed to rent your home for a certain period of time.

If you want to move out on the day that the fixed term agreement runs out, you generally don't have to give notice to your landlord.

In practice, even if your agreement doesn't include such a term, it's best to let your landlord know what your plans are. This is to avoid problems, such as delays in getting your deposit back.

If you stay beyond the fixed term, even for one day, a periodic agreement begins. You will then have to give your landlord notice if you want to move out. These notice requirements are set out further below.

If you have a fixed term agreement and you want to end it early, you can **ONLY** do so if:

- There is a term in your agreement, known as a **break clause**, which allows you to end the agreement early. If there is a break clause, it should say how much notice you have to give, or
- Your landlord agrees to you ending the agreement early. This is called **surrender**. If your landlord does agree to this, make sure you get it in writing. If you have a joint tenancy, all the joint tenants must agree to the surrender. Just putting keys through the letter box, or abandoning the property, is not a valid surrender.

Otherwise, if you leave before the end of the fixed term without your landlord's consent, you are liable to pay the rent until the term ends even if you aren't living there.

Am I a joint tenant?

Sometimes it can be difficult to be certain. However, if you and those you live with signed one tenancy agreement with the landlord when you moved in, you will have a joint tenancy agreement. Alternatively, if each person in your household signed a separate agreement with the landlord, you are likely to have separate tenancies.

If you have a periodic agreement

A periodic agreement is one that runs from one rent period to the next. These often arise when you stay on in your home after the fixed term has run out without signing a new agreement for another fixed term.

You are expected to give notice to end a periodic agreement, which is called a 'notice to quit'. If you don't give the correct period of notice to end your agreement you may remain responsible for paying the rent.

As a starting point, it's best to check your agreement as it's likely to set out what notice period you have to give.

Periodic agreements for assured shorthold tenants

Notice to end a periodic assured shorthold tenancy must be made in writing. The minimum notice requirement is 28 days.

If you have a monthly tenancy, you will have to give one month's notice. If you pay your rent at longer intervals you have to give notice equivalent to that rental period. For example, if you pay rent every three months, you would have to give three months' notice.

The notice must run out on the first or last day of a period of the tenancy. For example, if you have a monthly tenancy which began on the 20th of the month, the notice must run out on the 19th or the 20th. If you are not sure about when your notice should end, you should check with an adviser.

Your landlord may also agree to a shorter notice period, but you would have to agree that with them. It's best to get anything that has been agreed in writing.

Joint periodic agreements for assured shorthold tenants

If you have a joint periodic tenancy, one of you can end the tenancy by serving a notice to quit. This ends the other joint tenants' right to live in the property.

Periodic agreements for lodgers

If you have a periodic agreement, you have to give the notice period that is set out in your agreement. If the agreement doesn't say how much notice is required it'll depend on whether you have an excluded tenancy or an excluded licence.

As a lodger, you are likely to have a licence, so you must give 'reasonable' notice. There are no set rules about what is reasonable so you will have to agree this with your landlord.

Giving notice

It's best to keep a copy of the written notice that you give to your landlord. If you are posting it, you should use recorded delivery or some other signed for service.

You should also ensure that the letter is dated and clearly sets out the date that you'll be leaving.

Getting your deposit back

If you paid a deposit at the beginning of your tenancy or licence, it should be returned to you.

It's reasonable for your landlord to take money off the deposit to cover some things. For example, damage to the property or furniture or outstanding rent that you owe. Your landlord should not deduct money to cover damage that could be regarded as fair wear and tear.

Also, if you're an assured shorthold tenant and you paid your deposit on or after 6 April 2007, your landlord should have used a tenancy deposit protection scheme to safeguard the deposit. You should also have received information about the deposit and the scheme used to protect it.

If there is a dispute about how much of the deposit you should get back at the end of your tenancy, the scheme will hold the disputed amount until the dispute is resolved. There is also an alternative dispute resolution service.

If you are not an assured shorthold tenant, or if your landlord won't cooperate with the alternative dispute resolution service, you may be able take action in the county court against you landlord if you're having problems getting your deposit back when you move out.

Other useful information

- Renting a home - NUS at www.nus.org.uk
- 'How can I end my tenancy?' - NHAS at www.nhas.org.uk
- Our website: <http://adviceguidancefunding.blogs.lincoln.ac.uk/housing/>

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Monday to Friday

12:00 – 2:00

Student Support Centre

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