



Advice Service

TENANCY AGREEMENTS

In this guide you will find detailed information about fixed term and periodic agreements, joint and separate tenancies and giving notice.



Adviceservice.lincoln.ac.uk

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Tenancy agreements

A tenancy agreement is a legally binding contract and once you have signed it you will be taken to have agreed to what it says, even if you didn't read it or understand it.

Most tenancy agreements are now in writing but they can be made verbally. If you don't have a written agreement, and you have a problem, try to get specialist housing advice as soon as possible.

Information about your tenancy

You have a right to a statement of the main terms of your tenancy. These include the date it began, the rent due and when it must be paid, how and when the rent can be changed and the length of any fixed term.

You should be given a copy of the tenancy agreement before you move in and it would normally contain this information. If it doesn't, you can ask for it in writing and your landlord should respond within 28 days.

It's always a good idea to ask for a copy of the tenancy agreement and to check it carefully before you sign it. If your landlord won't let you take it away and read it beforehand, think very carefully before you proceed.

Your landlord must provide a name and an address in England and Wales where you can write to them. This could be the address of their letting agent.

Protecting your tenancy deposit

Deposits paid on or after 6 April 2007 must be protected in a government-approved scheme and certain information must be provided to you. If the landlord or agent doesn't do this within the required legal timescales, you can take legal action and the landlord may have to pay you compensation.

Assured shorthold tenancies

If you have some self-contained accommodation which you don't share with your landlord, then you are probably an assured shorthold tenant. (This doesn't necessarily apply in university-owned or managed accommodation: read your rental agreement carefully).

An assured shorthold tenancy can be for a fixed term, for example, 12 months, or it can be periodic. That means it runs from one rent period to the next, for example, from month to month.

If you have a fixed term tenancy you don't have to move out when that term ends. If you don't sign a new agreement the tenancy automatically becomes periodic. Your landlord can only evict you by serving notice and getting a possession order.

If you want to move out on the day that the fixed term agreement ends, 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.

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.

If you have moved out of an assured shorthold tenancy but you are still liable for the rent, seek specialist advice about what to do next. Your adviser should be licensed by the Financial Conduct Authority to give money advice.

It's relatively easy for a landlord to evict an assured shorthold tenant as long as they use the correct legal process. During a fixed term tenancy however the landlord can't begin the process unless they have grounds to do so (for example, if you haven't paid the rent).

Your rights in an assured shorthold tenancy

Assured shorthold tenants have a number of rights. However as long as the landlord follows the correct legal process you can be evicted quite easily. You should bear this in mind before deciding to enforce your rights. For example, some landlords might decide to evict a tenant rather than doing repairs.

Living in your home undisturbed

You have the right to enjoy your home. This means that your landlord doesn't have the right to enter your home unless you invite them in. It is against the law for your landlord to harass you or illegally evict you.

Your landlord or their agent does have the right to access your home to check for repairs that are needed and to carry out repairs. Unless it's an emergency, they should give you at least 24 hours' notice in writing.

Repairs and safety in your home

You have the right to have repairs done. Your landlord is responsible for doing most repairs except minor things such as changing fuses and light bulbs. You should report any repairs needed to your

landlord as soon as you notice them. If your landlord doesn't carry out repairs after you've asked for them, seek specialist advice.

Your landlord has certain responsibilities for gas and electrical safety, furniture safety and asbestos.

Eviction

Your landlord can only evict you by serving notice and getting a possession order from the court. You have the right to stay in your home until the court bailiffs enforce that order and evict you. However you may have to pay some of your landlord's legal costs if you do stay on after the notice has expired.

If you are in this situation seek specialist housing advice as soon as possible.

Joint tenants

This means that you and other people have one tenancy agreement and one contract with the landlord.

Joint tenants are all liable for the whole of the rent. If one person does not pay her/his share, or leaves, the landlord can try and get the money from the others, or evict everyone if rent remains unpaid. This is called joint and several liability.

A landlord could pursue any remaining joint tenant(s) for outstanding rent through debt recovery action or by deducting money from a deposit.

If the terms of the tenancy are broken by any tenant, action can be taken by the landlord against all of them.

If one tenant gives notice to the landlord (that they want to leave) this can end the tenancy for all tenants.

If you want to take action against the landlord (for example, about disrepair or harassment), all the tenants must agree to do this.

For more information have a look at our website: advice.service.lincoln.ac.uk

Do you need more help or would you like more information? Book a confidential appointment with a specialist adviser by emailing adviceappointments@lincoln.ac.uk

Problems with housemates

Problems with housemates can be hard to resolve. Your options usually depend on what the problem is and whose name the tenancy agreement is in.

What is the problem?

What you can do about problems you're having with housemates depends on the type of problem you're having. For example, your housemates:

- may not be paying their share of the rent
 - make too much noise or behave antisocially
 - might not do their share of household tasks
 - can be difficult to get along with
-

Try to agree a solution

The first step towards solving any problem with your housemates is to discuss the situation. Make sure each person makes it clear what they want. You may be able to reach a satisfactory compromise before the problem gets too serious.

Think about inviting an impartial person from outside your household to help negotiate.

Many problems in shared accommodation are to do with ordinary things such as the washing-up, the volume of music or smoking in shared space. In these situations, if talking doesn't help, the only option may be to put up with the situation or move out.

Ask the landlord for help

It may be worth asking your landlord for help if talking doesn't help sort out the problem. In some cases your landlord may be able to take action against the people responsible, although you can't force them to do this. Your landlord's

options depend on the type of tenancy you have and the particular problem in your household.

If you have a [joint tenancy](#) or the tenancy is in the other person's name, it's possible that the landlord may decide to end the tenancy for everyone, not just the person causing problems.

Read [Shelter's factsheet Joint tenants](#) for more information on sharing your home with other people.

http://england.shelter.org.uk/_data/assets/pdf_file/0010/386452/Factsheet_Joint_tenants_June_2017.pdf

Help from the council or the police

In very extreme cases you may be able to get help from the council or the police. This is only likely to be possible in situations where:

- another tenant has threatened you with violence
- the noise or damage caused is so severe that it has become a serious nuisance
- there is racial or sexual harassment

[Contact your local council](#) for further advice.

Call 999 in an emergency.