

Renewing or ending a tenancy



It's important that whenever you change, renew or end your rental agreement with your landlord that you do it properly.

With an assured shorthold tenancy, you will have usually committed to renting the property for a fixed period (e.g. 6 months or 12 months). You normally have a few options when this period comes to an end:

- do nothing and the agreement will automatically move to a periodic or rolling tenancy
- sign a new fixed-term tenancy agreement (e.g. another 6 or 12 months)
- move out at the end of the fixed term after telling your landlord that you are going to leave

Periodic or rolling agreement

Your tenancy will automatically become a periodic tenancy (or rolling agreement) if you don't sign a new tenancy agreement at the end of the fixed period. A periodic tenancy will continue rolling on from month to month or from week to week, depending on how often you pay your rent.

Signing a new fixed-term agreement

At the end of a fixed-term agreement you can renew your tenancy agreement for another fixed term. Agreeing to another fixed term will give you security as a landlord is usually unable to evict you during the fixed term or raise the rent. However, the landlord does have the right to make changes to the contract at the point of renewal. These changes can include increasing the rent and the length of the fixed term.

The landlord or letting agent can ask that you pay a fee to renew your tenancy agreement. It is worth trying to negotiate with them to see if they'll waive this fee as don't forget there is no legal requirement that you renew the agreement. Having you stay in the property is likely to be cheaper than finding a new tenant.

Ending the tenancy properly if you want to leave

You have the option to end the tenancy, provided you have given sufficient notice to the landlord. If you don't end the tenancy agreement in the correct way you are still liable for the rent and will have to make payments even if you are no longer living at the property.

Your written tenancy agreement should say how much notice you are obliged to give the landlord and where your notice should be delivered to. In absence of a written agreement the period of the tenancy is the period of the notice required e.g. a week for a week to week tenancy or a month for a month to month tenancy. Section 5 of the Protection from Eviction Act 1977 requires a notice to be in writing and to provide for at least a minimum period of 4 weeks before it is to take effect.

Be sure that you wish to end your tenancy before you serve a valid notice to quit. As soon as the notice is served it will terminate your tenancy on its expiry date. Unless you and your landlord agree to grant a new tenancy, you must leave your home. If you do not, although the Landlord will still need a court order and warrant to evict you, you will have no defence to the proceedings. If in doubt it is best to seek legal or housing advice before serving the notice to quit.

What is notice?

Notice is to be given in writing to the landlord and must give a date for quitting your tenancy, being either the last or first day of a period of your tenancy. For instance, if your tenancy started on 15th June then the 15th of every following month will be the first day of a period of your tenancy. To avoid doubt as to the quitting date additional words 'or at the end of the period of the tenancy expiring next [four weeks] [one month] [other period] after the service of this notice upon you' should be added.

Always keep a copy of the notice for your records as well and make sure the notice details:

- your name and your address
- the date on which you will be leaving the property
- details of where or how the landlord can contact you after you have left for instance to return your deposit

If you post it, it's best to send it by recorded delivery, but check your tenancy agreement about the address to which the notice should be sent. Your landlord should have provided you with an address for service of notices relating to the tenancy being served by you. When possible try and have something from your landlord that acknowledges your notice. This can be useful should you have any dispute with the landlord.

Agency fees after you have moved in

Some letting agents will ask that you pay certain fees after you have moved into the property. These fees could be for renewing the tenancy agreement after the fixed term ends and check-out fees when you move out.

You are under no obligation to renew your tenancy agreement as it will automatically become a periodic tenancy if you don't sign a new tenancy agreement at the end of the fixed period. However, signing a new agreement will give you the security of another fixed term period.

A letting agent should not be charging you for routine inspections during the tenancy agreement.



Abandonment

If you leave a tenanted property without giving notice to the landlord your agreement with the landlord continues and the landlord can continue to charge you rent until the tenancy agreement is ended properly or the property is let to another tenant.

If a landlord takes on new tenants, then you will no longer be liable for the rent from the date that the new tenants move in. All the rent prior to this date you will remain responsible for and the landlord can apply for a court order to make you pay what you owe.

It is important to inform your landlord if you are going to be away from your property for any length of time. This is so they don't assume you have abandoned the property and to make sure they keep to the requirements of their insurance policy.

Under new legislation the landlord can end a tenancy agreement of an abandoned property, without the need for a court order, by serving a termination notice, if:

- there is 8 weeks rent arrears
- the landlord has given the required three warning notices, and
- neither the tenant, occupier nor deposit payer has responded in writing to the warning notices within the specified time.

If there was a good reason for you failing to respond to the termination notice you will be able to apply to the court within 6 months of the notice to reinstate the tenancy.

Your landlord may have the ability to dispose of your belongings or charge you for storing them when the tenancy is ended. It is important to know what the terms of your tenancy agreement state.