



## Tenancy Guide

### IMPORTANT

This document is designed to help a Tenant to understand some of the ways in which the Tenancy will work:

- (1) Rights and Responsibilities under the Tenancy Agreement;*
- (2) Joint Tenancies: Sharing the Responsibility;*
- (3) Dealing with the Deposit*
- (4) The Inventory;*
- (5) Landlords: Bringing the Tenancy to an End;*
- (6) Tenants: Bringing the Tenancy to an End; and*
- (7) Joint Tenants: Bringing the Tenancy to an End.*

This document does not try to give any legal advice. If you have any doubts about the Tenancy Agreement you have been asked to sign, seek independent legal advice.

## **(1) Rights and Responsibilities under the Tenancy Agreement**

The Tenancy Agreement signed between the Landlord and the Tenant is the source of the rights and responsibilities that each party has during the Tenancy. The Landlord and the Tenant will be responsible for carrying out the promises they have made in that Agreement.

If the Tenant breaks any of those promises the Landlord can hold him to account: if damage has been caused as a result, the Landlord may charge the Tenant for that damage, and either recover the money owed from the Deposit paid (see below: **Dealing with the Deposit**), or take action in court. In some circumstances the Landlord will be entitled to ask the court to bring the Tenancy to an end (see below: **Landlords: Bringing the Tenancy to an End**).

## **(2) Joint Tenancies: Sharing the Responsibilities**

If you enter into a Tenancy Agreement with another person you will both be bound by the promises that you have made. However, that does not mean that you will only be responsible for your share of the rent, or your share of the other promises made. Joint and several liability means that the Landlord could hold either of you to account for any failure by you or your co-tenant to comply with the Tenancy Agreement whether or not you have kept your part of the bargain.

Your responsibility for meeting all the expectations of the Tenancy Agreement will continue until the Agreement is brought to an end. Leaving will not bring your responsibility (and legal liability) to an end (see below: **Tenants: Bringing the Tenancy to an End**).

## **(3) Dealing with the Deposit**

You are required to pay a Deposit at the beginning of the Tenancy. Your Tenancy Agreement sets out exactly how the money will be dealt with at the end of the Tenancy and what you can expect to happen.

The fact that a Deposit has been paid does not mean that a Tenant can afford to ignore any other promise contained in the Tenancy Agreement. The Landlord will take money from the Deposit as set out in the Agreement. If the Deposit runs low, the Landlord may

ask you to replace it. The money paid by Deposit does not represent the extent of your liability to the Landlord for any breach of the Agreement. It is simply the first point of call, close at hand, when the Landlord seeks to enforce the Tenancy Agreement.

If you are a joint Tenant it is up to you to decide how the Deposit is to be paid. At the end of the Tenancy Agreement the Landlord need only pay the remaining sum to one joint Tenant. You must arrange for that sum to be divided properly between joint Tenants. You might decide that one Tenant should have a smaller share of the returned Deposit because he or she was responsible for more of the Deposit being lost. That is up to you. The Landlord will simply pay it back to one of you.

#### **(4) The Inventory**

An Inventory will be drawn up at the beginning and at the end of your Tenancy. This will record the contents and condition of the property. It is important that you check that the inventory is accurate. The difference between the state of the property when you began the Tenancy and the state of the property at the end will in large part determine how much of the Deposit is returned to you.

#### **(5) Landlords: Bringing the Tenancy to an End**

It is most likely that you will have entered into an Assured Shorthold Tenancy. This type of Agreement will be designed to last a set length of time. At the end of this set period the Landlord may ask you to leave. Or, if necessary, he can apply at the end of this set period (or after six months, whichever is the longer) to the court to have you evicted.

However, the Landlord is entitled to ask the court to evict you from the property at any time. If the court is satisfied that there are good reasons for wanting you to leave, the court may order you to do so. The list of reasons why a court may order you to leave should be set out in the Tenancy Agreement. Ask someone to explain them to you if you are unsure.

In some circumstances the court will have no choice but to evict you from the property; those circumstances should also be set out in the Tenancy Agreement.

If you want to remain in the property as long as you can, it is essential that you do not

cause any of those circumstances to arise. If you are a joint Tenant, it is essential that you do not allow anyone else to cause those circumstances to arise.

#### **(5) Tenants: Bringing the Tenancy to an End**

Most Agreements will create a minimum length of Tenancy. Before that period has ended, the Tenant will have no contractual right to end the Agreement and leave. As long as the Landlord keeps to the terms of the Agreement, a Tenant who has entered into the Tenancy Agreement with the Landlord cannot end the Agreement early (without the Agreement of the Landlord to do so). If the Tenant decides to leave before that point, he will remain bound by the Agreement as if he remained in occupation.

At the conclusion of that minimum term, the Tenant must give the Landlord such notice of his intention to leave as is set out in the Tenancy Agreement.

#### **(6) Joint Tenants: Bringing the Tenancy to an End**

If you are one joint Tenant to a property you can bring the Tenancy to an end whether or not the other joint Tenants want the Tenancy to end. On the other hand, one of the other joint Tenants may decide to leave when you want to stay.

#### **What to do if one of the Tenants wants to leave but others do not.**

##### **(a) Where the joint Tenant wants to leave before the minimum period has ended.**

The Tenancy cannot be brought to an end early unless the Landlord agrees. If he does not agree the original joint Tenants will remain responsible under the Agreement. The joint Tenant may leave but he must still pay the bills.

##### **(b) Where the joint Tenant wants to leave after the minimum period has ended.**

All joint Tenants will remain responsible under the Agreement unless formal notice has been given to the Landlord. If one joint Tenant leaves without giving such notice, the Tenancy remains in force and all joint Tenants remain responsible under the Agreement.

If one joint Tenant gives that notice, the Tenancy will come to an end.

What to do when you have found someone to replace the leaving Tenant.

(a) Where the substitution is to take place before the minimum period has ended.

Unless the Landlord agrees to the original Tenancy Agreement ending, the original joint Tenants will remain responsible under the Agreement. The original Tenants must observe any restriction upon sub-letting the property to any replacement Tenants.

(b) Where the substitution is to take place after the minimum period has ended.

Even though some of the Tenants are to remain the same, the original Tenancy must be ended, and a new Tenancy Agreement signed. If this is not done, the original Tenants will remain responsible under the Agreement.

#### A Final Reminder

If you are in any doubt about the effect or meaning of any Tenancy Agreement you should seek independent legal advice. You should consider seeking such advice before taking any steps which may affect your rights under the Tenancy Agreement.