

Do you rent, or are you thinking of renting, from a private landlord?



housing

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What is the law?

If you start renting a property now, the rent is less than £25,000 per year and you do not live in the same house as the landlord, the tenancy will automatically be an assured shorthold tenancy (unless your landlord agrees otherwise in writing).

It is up to you to agree the length of the tenancy with the landlord. It can last for a set period (known as a “fixed term”) or be left open-ended.

When can I be asked to leave?

The landlord can ask you to leave at any time after six months, provided any fixed term you agreed has ended. He or she must give you two months’ notice in writing that he or she wants you to leave.

The landlord can apply to the court to end the tenancy at any time on certain “grounds” (ie reasons) for possession set out in legislation.

These include rent arrears – your landlord can apply to evict you if you owe at least two months’ or eight weeks’ rent; and anti-social behaviour – your landlord can evict you if you are being a nuisance to local people.

Do I have to leave?

You should leave at the end of the notice period. However, the landlord cannot force you to leave, but may apply to a Court for a possession order. If you do not leave by the date set by the order, the landlord may apply to the Court for a warrant for eviction. The Court will then appoint bailiffs to evict you.



Am I entitled to a written tenancy agreement?

If your landlord has not given you a written agreement, you can ask him or her to give you a written statement setting out:

- the date the tenancy began;
- the rent and when it is payable;
- any rent review arrangements;
- the length of any fixed term.

Can I leave during the tenancy?

If you have a fixed term tenancy but want to move out before the end of the term, you can only do so if the landlord agrees you can leave early or if this is allowed for by a “break clause” in the tenancy agreement and you have followed any requirements for giving notice specified in the tenancy agreement. If the agreement does not allow you to leave early and the landlord does not agree that you can break the agreement, you will be contractually obliged to pay the rent for the entire length of the fixed term. However, this does not mean that the landlord should necessarily be able to claim for the whole term’s rent if you leave early: there is also a responsibility on the landlord in this situation to try to cover his or her losses in other ways, notably by trying to re-let the accommodation.

If the tenancy has no fixed term, you must give the landlord reasonable notice in writing of your intention to leave. You must give at least four weeks' notice if you pay rent on a weekly basis and at least a month's notice if you pay rent on a monthly basis. See the Department's booklet *Notice That You Must Leave*.



Can I get help with the rent?

If you are claiming other benefits or your income is low, you may be able to get help through housing benefit. You should apply to your local authority to see if you are eligible and, if so, how much you can claim.

You can apply to your local authority to find out how much rent would be covered by housing benefit before you agree to take a tenancy.

What happens if I get into rent arrears?

The landlord can give you notice that he or she will seek possession through the court if you are behind with rent. If you owe at least eight weeks' (if you pay rent weekly) or two months' (if you pay monthly) rent, at the time notice is served and at the time of the court hearing, the judge must give the landlord a possession order.

What if my housing benefit is delayed?

Contact the local authority official dealing with your claim immediately and explain that your landlord is trying to evict you because you are behind with your rent.

What can I do if I think the rent is too high?

If you think you are being charged more than other tenants for similar properties, you can ask a rent assessment committee to decide what the rent should be. Contact your nearest rent assessment panel for details. You must apply within six months of the start of the tenancy.



As a tenant what am I responsible for?

- Paying the rent as agreed and taking proper care of the property.
- Bills for gas, electricity, telephone etc. if you agreed this with the landlord.
- In most cases, paying the council tax and water and sewerage charges.

What is the landlord responsible for?

- Repairs to the structure and exterior of the property, heating and hot water installations, basins, sinks, baths and other sanitary installations.
- The safety of gas and electrical appliances.
- The fire safety of furniture and furnishings provided under the tenancy.

What can I do if my landlord tries to evict me illegally or is harassing me?

- Your landlord cannot evict you without a possession order from the court.
- Nor can he or she, or someone on his or her behalf, try to drive you out of your home or stop you using part of it if you have a legal right to live there.
- If you are having problems, you should contact your local authority's tenancy relations officer.

My tenancy began before 28 February 1997. What is my position?

- Most tenancies which began before February 1997 will be either assured shorthold tenancies, or assured tenancies.
- Your tenancy would automatically have been an assured tenancy, unless your landlord served a special notice on you saying that it was to be assured shorthold.
- If the original tenancy has come to an end and the landlord has renewed it, the replacement tenancy will automatically be the same type as the original one.
- Even if you do not have a written tenancy agreement, you do not have a right to a written statement of terms from the landlord.
- Tenancies which started before 15 January 1989 are subject to different legislation.



Where can I get more information?

A more detailed Communities and Local Government booklet, *Assured and Assured Shorthold Tenancies – A Guide for Tenants* is available free of charge, from the address below.

If you live in the same building as your landlord, you should read *Renting Rooms in Someone's Home – A Guide for People Renting from Resident Landlords*, available from the same address.

Communities and Local Government Publications
PO Box 236
Wetherby
West Yorkshire
LS23 7NB

Tel: 0870 122 6236

Textphone: 0870 120 7405

Fax: 0870 122 6237

Email: communities@twoten.com

Website: www.communities.gov.uk/housing

or

The Welsh Assembly Government
Crown Buildings
Cathays Park
Cardiff
CF10 3NQ

You can also get advice from a solicitor, Law Centre, Citizens Advice Bureau or local authority Housing Advice Centre.

You can get advice on contacting accredited letting agents from:

The National Approved Letting Scheme
Tavistock House
5 Rodney Road
Cheltenham
GL50 1HX

Tel: 01242 581712
www.nalscheme.co.uk



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