

Assured Shorthold Tenancy

Most tenancies offered by private landlords are assured shorthold tenancies. Assured shorthold tenancies can either be fixed term or periodic and details of such should be found within your tenancy agreement.

You will be an assured shorthold tenant if:

- your landlord is a private sector landlord / letting agent or a private registered provider of social housing (PRPSH) / registered social landlord (RSL); and
- your tenancy began after 15th January 1989; and
- you are a private individual; and
- living in separate accommodation to your landlord; and
- living in the property as your principle home.

You will not be an assured shorthold tenant if:

- you entered into your agreement before 15th January 1989; or
- your rent is more than £100,000 or less than £250 (£1000 in Greater London) a year; or
- you have a business tenancy, an agricultural tenancy or a holiday let; or
- you are living in university accommodation if you are a student. A student living in private accommodation not provided by the University will however be an assured shorthold tenant; or
- your landlord is a Local authority or a fully mutual housing association.

If your tenancy began between 15th January 1989 and 27th February 1997 it will be an assured tenancy, not an assured shorthold tenancy unless your landlord gave you a special notice. If you believe you have an assured tenancy you should seek independent advice.

After 27th February 1997 all tenancies meeting the above criteria are deemed to be assured shorthold tenancies unless a clear notice was given to you or there is a clause within your tenancy agreement stating the tenancy is not to be an assured shorthold tenancy. If you have been given this notice you will be an assured tenant.

Fixed term periods

Assured shorthold tenancies usually have a fixed term period, for example 6 months. During this period the landlord will only be able to evict a tenant if they can prove grounds for possession or if there is a clause within the tenancy agreement.

If the assured shorthold tenancy does not have a fixed term, there is an automatic presumption that you will have a statutory fixed term of 6 months.

You will therefore have an assured shorthold tenancy for the first 6 months of your tenancy.

If your fixed term has expired

If your fixed term has expired and you have not agreed to a new fixed term you will become a periodic tenant. When your fixed term expires you will have several options;

1. You can leave the property when the AST fixed term expires. It would be customary to tell your landlord if you want to leave at the end of the fixed term as some tenancy agreements will require written notice.
2. If you want to stay in the property you can continue on a periodic tenancy until you decide to leave or until your landlord asks you to leave.
3. If you want to stay you can ask your landlord if they are willing to let you sign a new fixed term agreement, giving you the security of being an assured shorthold tenant again.

I want to leave (after the fixed term has expired)

If you have stayed in the property after the fixed term has ended and you want to leave, you must give notice to your landlord. The notice you must give to the landlord must;

- be in writing; and
- give at least 28 days notice (if you pay your rent weekly or monthly. If you pay your rent for a longer period your notice period should match your rent period. For example if you pay your rent every two months you should give two months notice); and
- expire on the last day or the first day of a complete period of the tenancy. You would not be able to leave halfway through the month if your rent is payable at the end of the month.

The only time that you can change this is if the landlord agrees. This is called 'surrendering the tenancy' and both landlord and all tenants must agree for it to be valid. If you simply walk away and 'abandon' your tenancy, your agreement will not have ended. Your landlord can charge you rent until they serve the correct notice and gain possession of the property. The landlord is entitled to take you to Court to claim back the rent which could be very costly! You may also find it difficult if a reference is needed for a new property or if you are requesting local authority housing as you could be considered as 'intentionally homeless'.

The landlord wants me to leave (after the fixed term has expired)

Your landlord can gain possession of the property if the fixed term has expired but must follow a strict procedure which includes giving you written notice to leave under 21(4) of the Housing Act 1996.

The landlord must serve a notice seeking possession which must be in legal form and must give at least two months notice and must not be any earlier than the end of the tenancy period. For example, if you have a quarterly tenancy the notice period must be for three months, not two.

Your rights as an assured shorthold tenant

As an assured shorthold tenant you have the following rights;

- to a written statement including;
 - The date your tenancy began
 - The rent amount and due date
 - Any times where the rent will be reviewed
 - The length of the fixed term (if any)
- to have the property in a state of good repair under Section 11 of the Landlord and Tenant Act.
- assignment – the right to pass your tenancy on to another whilst you are alive (unless prohibited in the tenancy agreement).
- to have your deposit protected in a Tenancy Deposit Scheme (from tenancies beginning from 6th April 2007 onwards) within 14 days of your tenancy starting.

Tenancy Deposit Scheme

From the 6th April 2007 a landlord **MUST** use a tenancy deposit scheme if a security / holding deposit or a bond is taken for an assured shorthold tenancy in the event of damage to property, rent arrears etc but not for 'fair wear and tear'.

Within 14 days of the landlord or letting agency receiving the deposit they must write to you providing details of the deposit and which scheme it has been protected with.

The landlord will be deemed to have failed to protect your deposit if they are not using an authorised scheme or they have not complied with the requirements of that scheme.

If a landlord fails to protect a deposit paid on or after 6 April 2007 or does not provide you with the correct information you can take Court action to recover your deposit and receive three times the amount of your deposit as compensation! Your landlord will also be unable to evict you using the assured shorthold procedure until the deposit has been correctly protected.

More information can be found in the [Withheld Deposit in Assured Shorthold Tenancies guide](#).

Your responsibilities as an assured shorthold tenant

As an assured shorthold tenant you have the following responsibilities;

- to pay the rent
- look after your property in a 'tenant like way'
- allow the landlord or their agent's access to repair the property – 24 hours notice must be given by the landlord or the agents.
- follow the terms within your tenancy agreement, for example,
 - paying for utilities and council tax if you are responsible,
 - respecting your neighbour's right to quiet enjoyment of their homes
 - not keeping pets etc

Ending the tenancy (during the fixed term)

As a tenant

As an assured shorthold tenant you are legally bound to the fixed term period. You may only leave the tenancy if;

- you have come to the end of your fixed term. You should make sure your landlord is aware that you are going to leave and ensure that you have ended the tenancy before the last day of the tenancy.
- you give notice to quit if your agreement allows it or you have a periodic tenancy (notice must be in writing for at least 28 days before the last day of the tenancy)
- the landlord agrees to your surrender of the tenancy (ensure you get written confirmation)
- you are able to assign your tenancy to another individual (subject to your tenancy agreement).

As a landlord

In certain circumstances a landlord is able to gain possession of the property and evict you even if you are still in your fixed term under Section 8 of the Housing Act 1998. However, you can only be evicted in the fixed term if your landlord has a good reason (a ground) to do so. More Information can be found in the [Repossession in Assured Shorthold Tenancies guide](#).

The landlord must serve a notice seeking possession which must be in legal form and include -

- a) the tenant's name
- b) the address of the property
- c) the ground(s) on which possession of the property is being sought. The number of the ground and the text of the ground are both required
- d) a full explanation as to why the ground(s) is/are being used, for example, if the tenant is in rent arrears, the notice should state how long rent has not been paid and the value of the arrears.

e) the date after which the landlord will issue a claim for possession at the County Court. This will depend on the ground the landlord is using.

Your landlord must state the grounds for eviction under the Housing Act 1988.

If the fixed term has expired the landlord can serve notice, without reason, through the accelerated possession procedure by serving a written notice under section 21 of the Housing Act 1988, giving you at least two months notice to leave.

Do I have to leave if notice is served on me?

You do not have to leave if notice is given. Failure to leave will result in your landlord taking the matter to Court to gain a Court order for possession. You have the opportunity at Court to defend the claim and disprove the landlords ground for possession. However if your fixed term has expired, unless you have signed a new AST agreement the Court will usually allow the landlord to repossess the property.

Costs may be awarded to your landlord if you are unsuccessful which you will have to pay. If you still do not leave the property after a possession order is granted, bailiffs will be instructed to evict you.

More information can be found in the [Repossession in Assured Shorthold Tenancies guide](#).

Other sources of help and information

Shelter

Shelter is a charity that offers help with housing, mortgage debt or problems with welfare benefits.

Tel: 0808 800 4444

Website: <http://england.shelter.org.uk/>

Citizens Advice Bureau

Citizens Advice Bureau can offer free independent and confidential advice on a range of problems including housing.

Tel: 020 7833 2181

Website: <http://www.citizensadvice.org.uk>

Direct Gov

The Government's own website provides useful information on a whole range of issues.

Website:

<http://www.direct.gov.uk/en/HomeAndCommunity/PrivateRenting/index.htm>