

A guide to tenancies

When somebody rents a property in the UK, their tenancy is subject to various categories and conditions.

In this guide, we'll examine different tenancy types, what should go in a tenancy agreement, and what happens when a tenancy comes to an end.



Tenancy types

Typically, landlords in England will let a property under one of two tenancy types.

Assured Shorthold Tenancy (AST)

- The most common tenancy type in the UK
- Runs for a fixed term of at least 6 months
- Tenant's deposit must be protected in a government-approved scheme
- Rent cannot be raised without the tenant's agreement or a rent review clause
- Turns into a periodic tenancy (rent from month to month) after the fixed term ends

Excluded Tenancy

- Tenant is a lodger (or 'excluded occupier') renting one room in the landlord's house
- Note: Landlords must notify their mortgage lender before taking in a lodger
- May share rooms like the kitchen and bathroom with the landlord
- Has no exclusive rights to their bedroom, and the landlord can enter without permission

A tenancy is only an AST if:

- It's organised by a private landlord or housing association
- The property in question is the tenant's main property
- The rent is over £250 a year or under £100,000 a year
- The landlord doesn't live in the property

Tenancy agreements

This is a written or verbal contract between a landlord and their tenant. It asks both landlord and tenant to meet certain conditions while letting or living in a property.

Tenants have to:



Pay rent and bills on time



Take good care of the property



Perform minor maintenance (e.g. replace light bulbs)



Tell the landlord about major repair work that needs doing



Repair any minor damage they cause themselves

Landlords have to:



Maintain utilities (gas, water and electricity)



Give notice of any visits to the tenant



Provide a rent book for people renting on a weekly basis

Some of these obligations apply whether or not they're written in the tenancy agreement.

Legally, a tenancy agreement doesn't have to be written down. However, we always recommend getting a tenancy agreement in writing to help resolve any disputes.

It should contain:



The name of the landlord and tenant



The address of the property



What the tenant needs to pay



The tenant's deposit amount



When the tenancy starts and finishes

Tenancy agreements must comply with the law and cannot discriminate based on gender, religion, etc. Any changes to a tenancy agreement must be agreed by both the landlord and tenant.

Ending a Tenancy

Tenancies can be ended by either the tenant or the landlord.

Tenants cannot end a fixed term tenancy early unless:

- There is a break clause in their tenancy agreement
- The landlord agrees to do so

After they end, fixed term tenancies automatically become periodic, which have no set end date.

Landlords must meet several conditions before evicting a tenant against their wishes:

- The tenant's deposit has been protected
- The tenant has been given at least 2 months' notice in writing
- The tenant has lived in the property for at least 6 months
- The tenant has a periodic tenancy
- The tenant hasn't complained to the council about living conditions
- The tenant has received all the required legal documents
- The landlord has filled out the form '[Notice seeking possession of a property let on an Assured Shorthold Tenancy \(Form 6a\)](#)'

Landlords can end a fixed term tenancy early without the consent of the tenant if:

- The tenant is behind with rent payments
- The tenant is using the property for illegal acts
- The landlord wants to move into the property



Ending a tenancy with a lodger

- If a landlord wants to evict a lodger, they must give them 'reasonable notice' before doing so, but this doesn't need to be in writing.
- 'Reasonable notice' is typically the length of the lodger's rental period.

If a tenant or lodger won't leave at the end of their tenancy, the landlord needs to apply to the court for a possession order, which allows them to evict the tenant. A possession order won't apply until you've lived in the property for 6 months or longer.

If the tenant still doesn't leave, the landlord must apply for a warrant for possession. This allows bailiffs to forcibly remove the tenant.

This is, of course, absolute worst case scenario and not very likely. At Quantum we ensure a positive relationship between landlord and tenant and can mediate between both parties should a dispute occur.

If you're thinking about buying a house in York to become a landlord and would like some friendly advice, why not give us a call today?

01904 631631

We're publishing regular useful guides for landlords and tenants alike, so keep an eye out for our next article.