

# Ending a Tenancy

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## Ending a tenancy

### Landlord

Tenancies don't automatically end when the term of the tenancy agreement comes to an end. To end a tenancy agreement, you must follow the correct procedures.

### Notice to quit

To end any tenancy other than a common law tenancy, you must give your tenants a 'notice to quit'. Even for common law tenancies, this is still good practice.

You don't have to use a particular form, but for a notice to quit to be valid it must be in writing and must tell your tenants:

- How much notice you're giving them.
- That you'll still need a court order to get your property back if they don't leave when the notice runs out.
- That they can get independent advice about the notice - and where they can get that advice from (e.g. *Shelter Scotland*).

### Short Assured Tenancy

To get your property back, you must give your tenants a 'notice to quit' and a 'Section 33 notice'.

For a short assured tenancy, the minimum notice period is 40 days if the tenancy is for 6 months or longer.

For a tenancy that is continuing on a month by month basis after the original period has ended, the notice period is a minimum of 28 days.

You must give 2 months notice when giving a Section 33 notice. You can issue both the notice to quit and Section 33 notice at the same time.

### Other Tenancy Types

For other tenancy types you must give at least:

- 28 days if the tenancy is for up to 1 month.

- 31 days if the tenancy is for up to 3 months.
- 40 days if the tenancy is for more than 3 months.

## **Ending a tenancy early**

You can end a tenancy early if:

- your tenant breaks a condition of the tenancy agreement.
- you and your tenant agree to end the tenancy.

## **If A Tenants Does Not Leave;**

If the notice period expires and your tenants don't leave the property, you can start the process of eviction through the courts.

You must tell your tenants of your intention to get a court order by giving them a 'notice of intention to raise proceedings' (AT6).

## **You Cannot Forcibly Remove Tenants Without An Eviction Order**

See copy of forms:

- section 33 Tenancy Agreement
- AP6 notice of intension to raise proceedings

## **Tenant!**

Ending a tenancy

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This advice applies to **Scotland only**. If you stay in England, Wales or Ireland then you must seek advice from your local citizen's advice bureau.

If you want to move out of your rented accommodation, it's important that you go through the correct process and give your landlord the correct notice. You can't just walk away as this could incur financial penalties for yourself.

### **What notice do you need to give?**

If you want to move out of rented accommodation, you must let your landlord know in advance that you wish to end your tenancy. The amount of notice you have to give will depend on the kind of tenancy you have.

### **Private tenants**

If you rent your home from a private landlord, your tenancy agreement should state how much notice you need to give before moving out. Usually this is a month. In that case, you'll need to tell your landlord that you wish to leave a month in advance.

### **Fixed term tenancies**

Your tenancy may have been set for a fixed amount of time, for example six months or a year. Some tenancies automatically repeat themselves at the end of the fixed term. For example, if your tenancy is for six months, at the end of that six months, it will automatically start again for another fixed term of six months, this is called tacit relocation.

If you want to leave when the fixed term runs out, you should give your landlord notice that you are going to leave. Your tenancy agreement should state the amount of notice you should give, but if it doesn't then you should give at least 28 day's notice. This will give them time to find a new tenant if necessary. This will prevent the tenancy from repeating itself. If you are an assured or short assured tenant, you'll need to give your landlord 40 days' notice if the fixed period of your tenancy runs for longer than three months.

### **Ending the tenancy before the fixed term is up**

Your tenancy agreement should say whether or not you can end your tenancy before the fixed term is up, and how much notice you need to give. If your tenancy agreement doesn't mention this, you may find your landlord can still charge you rent until the fixed term is over, even if you need to move out before this. If you are worried about this, talk to an adviser at a Shelter advice centre or Citizens Advice.

### **Getting permission from other family members**

If you are married or in civil partnership, your landlord should get the consent of your husband, wife or civil partner before ending a tenancy agreement.

### **Council, housing association and housing co-op tenants**

If you want to end your tenancy, you must give your landlord four weeks' notice in writing. If you are married, in a civil partnership or live with a partner, your landlord will need their agreement before ending the tenancy.

If you can reach an agreement with your landlord, you can also leave your tenancy at any time with your landlord's written permission.

## **Common law tenants**

If you rent your home but your tenancy agreement is not regulated by any other laws, you should have common law tenancy rights. For example, you may be a common law tenant if:

- You live with your landlord.
- You live in university owned student accommodation.

Most common law tenants are able to end their tenancies before the term of the lease runs out. Your tenancy agreement may state that you need to give four weeks' notice if you want to move out, or that your landlord must give you four weeks' notice if they want you to leave.

Even if there is no mention of this in your tenancy agreement, you can still leave before the end of your lease, provided you and your landlord can agree on a suitable notice period.

If you can't come to an agreement with your landlord, you will have to wait until the term of your lease has expired, as you will still be liable for rent until that date. Read the page on common law tenants' rights to find out more.

## **How can you find out the correct way to end your tenancy?**

To find out exactly what you need to do to end your tenancy:

- Check your tenancy type.
- Go to the tenancy rights website.
- Select the tenancy type that applies to you. This will outline your rights and will explain how to end your tenancy.

## **How do you end a joint tenancy?**

If you have a joint tenancy agreement with one or more other people, the way you end your tenancy will depend on your landlord.

## **Private Tenants**

If one tenant wants to end the tenancy, they will need to get the other joint tenants' permission first, because this will end the tenancy for everyone. Your landlord should make sure that everyone has given their permission before agreeing to end the tenancy, although in practice this may not happen.

You may be able to arrange a new tenancy agreement with your landlord, whereby:

- Another person takes on the tenancy of the person who wants to leave.

Or

- You and any other joint tenants stay on and pay the extra rent yourselves.

## **Council, housing association and housing co-op tenants**

If a joint tenant wishes to leave, they must give you and your landlord four weeks' notice in writing. This will not affect your tenancy, which will continue as usual.

## **What if you just leave?**

Walking away from a tenancy without giving notice can cause all kinds of problems for you and may make it harder for you to rent a new property in the future:

- If you need references from your landlord to rent a new place, they probably won't provide them if you've left the property without giving notice.
- If the landlord doesn't realise you've left, they will continue to charge you rent and you could well build up rent arrears. Other landlords will be reluctant to take you on as a tenant if you have a history of rent arrears.
- If you find yourself with nowhere to stay and need to apply to the council as homeless, they will probably find you 'intentionally homeless' because you left your home when you didn't need to. Your homeless application could therefore be turned down.

## **Can you get someone else to move in?**

- This may be possible if you have no choice but to leave early and want to avoid paying rent on more than one home. However, you have to get the landlord's agreement for the person you suggest to move into the property. The landlord may want to take up references for them. The landlord should give the new person their own tenancy agreement - otherwise, you will still be legally responsible for the tenancy.

## **What other options are there?**

- If the landlord won't allow you to leave early and won't allow a new tenant suggested by you to move in, you may be able to negotiate to only pay part of the rent you owe. For example if there are four months left on a fixed term agreement, the landlord might agree to only two months' rent instead while they look for a new tenant.

## **Your landlord is trying to make you leave**

If your landlord is attempting to force you out of your home without following the correct procedure then they may be committing a criminal offence by illegally evicting you.

You might be illegally evicted if:

- Your landlord changes the locks.
- Your landlord stops you from getting into your home.
- Your landlord makes life so uncomfortable for you that you are forced to leave your home, for example by cutting off water, gas or electricity supplies or by constantly turning up at your home late at night.
- You are physically removed from the property by a person who is not a sheriff officer.
- Your landlord lies in court to the sheriff in order to get a court order to evict you. This applies to all kinds of tenant, no matter what kind of tenancy or occupancy agreement you have.



## **Your landlord's broken the terms of the tenancy agreement**

Although your landlord has the right to end your tenancy if you break a term of the tenancy agreement, this doesn't work both ways, unless your tenancy agreement specifically states that it does. Therefore you must end your tenancy properly, giving the notice required.

If you don't end your tenancy properly and build up rent arrears, your landlord can take you to court to get the money back. The court will then decide whether or not you should pay the money. If you have a good reason for leaving the tenancy without giving proper notice (for example, because disrepair was making the place unsafe or unhealthy or because your landlord was harassing you) the court may decide that you shouldn't have to pay your landlord the money.

You can find out more about action you can take if your landlord breaks the terms of the tenancy agreement [here](#).

Talk to an adviser at a Shelter advice centre, Citizens Advice or other local advice agency if you need to end a tenancy quickly and your landlord won't agree to this. An adviser will be able to help you find a solution. Use the Advice Services Directory to find an adviser near you.

The following questionnaire is based on what you have read in this module. Please attempt to answer all of the questions;

**1. How much notice must a landlord give you to end your tenancy, for a short assured tenancy?**

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**2. How much notice must you give to end a tenancy to your private landlord?**

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**3. Identify two consequences that could happen should you walk away from a tenancy without giving proper notice.**

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**4. What would be considered as an illegal eviction from your landlord?**

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<b>Signed.</b>	<b>Candidate:</b>	<b>Assessor:</b>	<b>Date:</b>
<b>Print</b>	<b>Candidate:</b>	<b>Assessor:</b>	