

The Falmouth & Exeter Students' Union Advice Service

Tenancy Agreements

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 **THE** FALMOUTH & EXETER
STUDENTS' UNION

What is a Tenancy Agreement?

A tenancy agreement is a contract between you and a landlord. It sets out the legal terms and conditions of your tenancy. It gives certain rights to both you and your landlord, for example, your right to occupy the accommodation and your landlord's right to receive rent for letting the accommodation. It lets you live in a property as long as you pay rent and follow the rules.

Assured Shorthold Tenancy

A tenancy can either be for a fixed-term (running for a set period of time) or periodic (running on a week-by-week or month-by-month basis).

The most common form of tenancy is an Assured Shorthold Tenancy (AST). Most new tenancies are automatically this type.

Your landlord can only evict you with a court order.

If you're unsure of anything in the tenancy agreement bring it to SU's Advice Service and we'll check it before you sign it.

Licenses

These are typically used when the owner also lives in the property. With this type of agreement you are known as an 'excluded occupier' rather than a tenant.

You will only have limited protection from eviction with this type of agreement.

As an excluded occupier your only right is to stay until your landlord asks you to go, or for as long as your written agreement says.

Your landlord can evict you by giving you reasonable notice (which can be verbal) and doesn't need a court order.

Joint Tenancy Agreements

If you and your housemates are all listed on one tenancy agreement with a landlord, then you will have a joint tenancy.

- Tenants are jointly and individually responsible for paying the rent and for any damage to the property
- If a tenant does not pay their share or leaves then the other tenants may be required to pay the outstanding rent amount
- If no rent is paid by any of the tenants, the landlord can pursue any or all of the tenants for the full amount
- If a tenant wants to move out before the end of the contract, it is up to all tenants to find a replacement or they can agree to continue with the tenancy but covering the extra rent
- If a replacement tenant is needed, all existing tenants must agree to the new tenant
- In a joint contract, landlords cannot lawfully evict one tenant without evicting all of the others.
- If you have any problems paying your rent or continuing to live in a property, always talk to your landlord at the earliest opportunity.

Individual Tenancy Agreements

If each of you signed a separate agreement with the landlord, then you will have individual tenancies.

- You are only responsible for paying your own rent
- You will be responsible for paying for any damage within your own room and an appropriate share of any damage in communal areas (unless another tenant accepts responsibility)
- If another tenant moves out you will have no say over who replaces them
- If you wish to move out before the end of your contract, the landlord may agree to release you, but you may have to find a replacement.

What is a Guarantor?

As well as signing a tenancy agreement, usually landlords and managing agents will ask that you provide them with the contact details of someone you know (with money), who owns property in the UK.

This person is acting as your guarantor and is responsible for any unpaid rent or payments to the landlord for damage to the property, should you not be able to pay. Many landlords and agents will not allow a tenancy to proceed until all prospective tenants have provided an acceptable guarantor.

What does your guarantor need to do?

There are two ways to become a guarantor:

1. On the tenancy agreement there may be a clause at the bottom that sets out the liability of the guarantor, which the guarantor will sign.
2. There may be a separate form for the guarantor to sign - a 'special deed of guarantee'. In which case, a copy of the tenancy agreement must be supplied to the guarantor so they know what they are guaranteeing.

What if I don't have a guarantor?

The landlord may ask you to pay a large portion of rent in advance - this could be for the full length of the tenancy.

Joint tenancies and guarantors

Each tenant is liable for the rent for the whole property and the condition of the whole property.

Each tenant will have a guarantor, so in theory, each of the guarantors is jointly liable for money owed to the landlord, should any of the tenants or other guarantors not pay.

Unfortunately, some guarantors may not realise this. They may only think they are liable for the one tenant that they know and are guaranteeing. However, in a joint tenancy this is not the case.

Tenancy Agreement Checklist

- Landlord name and address (required by law irrespective of whether you have a written tenancy agreement)
- Your name and address and the address of the property you're renting
- The start and end date of the tenancy
- If it's a joint tenancy, the names of all the people involved
- If it's a sole tenancy, the room that you'll have sole use of and which communal rooms you'll have access to
- The amount of the rent, how often and when it should be paid
- How often and when the rent can be increased
- What the rent includes - for example, utility charges and internet. Also, check if there's a cap on these charges.
- The deposit amount and which deposit scheme is used to protect it
- Any additional services your landlord will provide - for example, laundry or meals

We recommend...

...that you get a written tenancy agreement from your landlord or your landlord's agent.

Once you've agreed terms, it should be signed by you and the landlord.

The landlord should provide you with a copy of the agreement.

If you are a joint tenant, each of you should ask for a copy of the agreement.