

Assured Shorthold Tenancies

You will have an Assured Shorthold Tenancy if:

- your tenancy started after 28 February 1997 and
- your landlord is a private landlord and
- your house, flat or room is let as separate accommodation and is your main home and
- your landlord does not live at the property

If you are unsure about your tenancy status you can contact the Homeless Prevention Service.



RIGHT to RENT: From 1 February 2016 landlords and/or letting agents must carry out an immigration check to confirm you have the right to rent before they can offer a private tenancy (see www.gov.uk/private-renting).

Your tenancy agreement

Your landlord should give you a written tenancy agreement. If you don't have one you can write to your landlord asking them to provide the main terms of the tenancy (the tenancy start date, the rent and when it should be paid, the length of your tenancy agreement, your landlord's name and address and if there is to be a review of the rent amount). Your landlord must provide this within 28 days otherwise they could be fined.

Even if you don't have a written tenancy agreement your landlord must meet their responsibilities and you will still be protected by the law if your landlord tries to evict you illegally.

If you pay rent weekly you must be given a rent book.

Your responsibilities as a tenant

You MUST:

- pay your rent when it is due - if you don't, you risk losing your tenancy. If you are having difficulties affording your rent contact the Homeless Prevention Service



Consider setting up a Standing Order to ensure your rent is paid and you don't spend the money on other things.

- allow your landlord access to inspect the property. They must give you at least 24 hours' notice in writing



Your landlord can enter your home without notice in an emergency such as fire, gas leak, flood, urgent structural damage or if there is a suspicion of a violent or criminal incident.

- meet the conditions of your Tenancy Agreement - if you don't you could be evicted. Make sure you read you and understand the conditions of your tenancy
- report any faults to your landlord as soon as possible - if you cause damage to the property, (even accidentally) you must pay the cost of repairs
- arrange and pay for repairs to your own appliances and furniture

Your landlord's responsibilities

At the start of your tenancy

Your landlord MUST, by law:

- protect your deposit in a Government approved scheme and provide you with 'Prescribed Information' within 30 days – see our factsheet “Tenancy Deposit Protection Scheme” for more information
- provide you with a valid Energy Performance Certificate (EPC) for the building
- provide you with a valid Gas Safety Certificate if there are gas appliances
- provide you with the government guide ‘How to rent’ (if your tenancy started after 1 Oct 2015)

If your landlord fails to meet these requirements they won't be able to serve you with a valid notice.

Maintenance and repairs

Your landlord is responsible for maintenance and repairs to the structure of the property, the heating and hot water system and baths, sinks and toilets (as long as you have not caused this damage).

If your landlord fails to arrange for repairs to be carried out in reasonable time you should write to them to report the problem again and ask for a repair to be carried out.

If your landlord does not respond adequately to this letter within a reasonable period you should contact the Private Sector Housing Team (PSHT) - they will inspect your property and may issue a relevant notice requiring your landlord to carry out any necessary work.

If the PSHT serves a notice requiring your landlord to carry out necessary works, your landlord cannot issue you with Section 21 Notice to Quit in retaliation.

If your landlord issues a Section 21 Notice to Quit in response to your repair request letter you must contact the Private Sector Housing Team straight away. They will inspect the property and may issue a notice requiring your landlord to carry out the work. Your landlord's Section 21 Notice to Quit will be invalidated from the date this new notice is served and they won't be able to serve another one for six months.



***IMPORTANT:** You don't have the right to withhold rent because your landlord has failed to carry out repairs. If you do, you will be in breach of tenancy and you could lose your home.*

Safety checks

If your property has gas, your landlord must provide a Gas Safety Certificate to confirm that all gas installations have been properly serviced and inspected within 28 days of moving in. Your landlord must also arrange for a Gas Safe Registered Engineer to carry out an annual service/safety check.

Any electrical works in your bathroom, kitchen or outside the property must be carried out by a qualified electrician. Your landlord must ensure that the electrical system (sockets and light fittings) and any appliances provided in the property are safe.

Any furniture that is supplied in the property must meet fire safety requirements (Furniture and Furnishings Fire Safety Regulations 1988).

Rent increases

- **If you sign a new contract:** your landlord can increase your rent if they renew your tenancy. If you sign up to the new tenancy you must pay the rent set out in the new agreement.
- **During your fixed-term:** your landlord cannot increase the rent during your fixed-term period unless there is a clause in your tenancy agreement stating how and when the rent can be increased and you have agreed to the increase.

- **Outside a fixed-term:** your landlord can increase the rent if you agree or accept it by paying it. If you don't agree to the rent rise your landlord must give you a minimum of 28 days written notice of any proposed rent increase. The new rent will apply after the notice expires.



If you can't afford a rent increase contact the Homeless Prevention Service.

If you want to end your tenancy

Your tenancy agreement should set out the notice you must give your landlord to end your tenancy. If it doesn't you **MUST** give at least four weeks' notice for a weekly tenancy or one month's notice for a monthly tenancy.

You must give notice in writing - your letter should include the date you issued the letter, your name and address, your landlord's name and address and the date the notice ends.

If you end a fixed term tenancy early

You are liable for the rent until the end of your fixed-term period - unless:

- there is a break clause in your tenancy agreement which allows you to give notice to end your tenancy early
- your landlord agrees to let you end the tenancy early (known as surrendering the tenancy)

If you have a periodic tenancy

If your tenancy has no fixed end date or you stayed past the fixed end date without signing a new contract you can give notice at any time. The end date of your tenancy must be either the first day or last day of your rental period.

If you leave without giving proper notice

If you abandon your property without giving proper notice:

- your tenancy will stay active so you will continue to be liable for the rent - your landlord can apply to the Court to recover any rent that you owe
- you will find it harder to find a new property as most landlords/letting agents will ask for references from previous landlords

If your landlord wants to end your tenancy

Your landlord can end your tenancy by serving a Section 21 Notice, a Section 8 Notice or both.

Section 21 Notice to Quit

Your landlord will usually serve a Section 21 Notice to Quit at the end of your fixed term or if your fixed term has expired and your agreement has become a periodic tenancy. By law, assured shorthold tenancies must be for a minimum of six months.

If your tenancy started before 1 October 2015 your landlord must give you at least 2 months' notice, in writing. The notice can be issued at any time but must not expire during the fixed term period.

If your tenancy is periodic, the notice must also state that it is being issued under section 21 of Housing Act 1988 and ends on last day of the tenancy period.

If your tenancy started or renewed after 1 October 2015 your landlord must give you at least two months' notice using Form 6A. Your landlord cannot serve the notice within the first four months of the tenancy.

If you stay in the property after the notice has ended your landlord must apply to the court for a possession order. If the notice is valid you won't be able to challenge it and the court will usually issue a possession order giving a new date for you to leave.

If you stay in the property after the date stated in the possession order your landlord must apply to the court for a warrant for a bailiff to evict you.

Bailiffs are allowed by law to remove you and your belongings from the property (although they must not use physical violence or offensive language). There are two types of bailiffs that your landlord could use:

- County Court bailiffs who will send you a 'Notice of Eviction' stating the time and date of the eviction
- High Court bailiffs who are not required to give notice of the eviction date and could turn up unannounced

Section 8 Notice of Seeking Possession

If your landlord has valid grounds (reasons) to evict you (because you haven't paid your rent or you have breached other conditions of your tenancy agreement) they can serve a Section 8 Notice. They can do this at any time, even during a fixed term period.

Once the notice period (usually between two weeks and two months) expires they can start court proceedings – the notice remains valid for one year after the date it was served on you.

If your landlord begins court proceedings, you will get papers from the court. This should include a defence form which gives you an opportunity to make a case for why you should be allowed to remain in the property or given a longer notice period to find alternative accommodation.

You should attend any court hearing so you can make your case directly to the judge. Contact Citizens Advice Bureau to find out what legal advice you can get.

Grounds (reasons) for possession

The law specifies two categories of grounds for possession:

- mandatory - if your landlord can prove to the court that you have breached your tenancy the court must order you to leave, you will usually be given 14 days' notice to leave
- discretionary - your landlord will need to show that the grounds for possession they have used are right for the situation, the court will then decide if the grounds are reasonable

Court Costs

The court may order you to pay the costs associated with the court process - if you don't pay the court can issue a money order against you

A money order will affect your credit rating and will make it harder for you to find a new home.



If you are served either a Section 21 or Section 8 notice you should contact the Homeless Prevention Service straight away.

Contact the Homeless Prevention Service

We are open Monday to Friday from 9am to 5pm. You will initially be seen by a Housing Advice Support Officer who will then allocate your case to either:

- a Homeless Prevention Officer if you are threatened with homelessness within 56 days or are immediately homeless
- or a Homeless Resolution and Enablement Officer if you are still in accommodation but you are worried about becoming homeless in the future

Call: 0118 937 2165 (office hours)

Email: Housingadvice@reading.gov.uk

Drop-in Civic Offices, Bridge Street, Reading RG1 2LU

This information can be provided in alternative formats (Braille, audio, large print) and other languages on request