



# Guide to tenancies



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You can read this booklet alone or with someone to support you.



Blue and underlined words show links to websites and email addresses. You can click on these links on a computer.

## Acknowledgements

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# What is tenancy



If you rent your home from a landlord or housing association, you should have a written agreement.



Most people who rent have an agreement called a **tenancy agreement**. When a person has a tenancy agreement they are called a **tenant**.



Some people have a **license agreement**. When a person has a license agreement they are called a **licensee**.



A **tenancy agreement** is a legal contract that you and your landlord sign.



You need to read and understand the tenancy agreement before you sign it.

# What is tenancy



You can request an Easy Read version.



There are three things that must be true for a tenancy. These are:



## 1. Exclusive possession

This means that you have the right to stop your landlord from entering your home unless there is an emergency.



## 2. A defined period of time

Some tenancies last for a fixed term, and some are periodic. This will be explained later in this document.



## 3. You must pay your rent

# Tenants' rights



The law gives tenants certain rights



Your landlord cannot write anything in your tenancy agreement that gives you fewer rights than the law says. They can give you more rights.



Your rights as a tenant are:

1. Protection from eviction

Your landlord cannot make you leave your home unless they ask the court for permission.



2. Rights to repair

Your landlord must make repairs to your home. The repairs they must make are usually in your tenancy agreement



3. Right to quiet enjoyment

Your landlord is not allowed to enter your property without your permission unless it is an emergency

# Tenants' rights



They must tell you 24 hours before they visit.

## Assured Tenancies



An **assured tenancy** does not have an end date

Most council tenants have an assured tenancy.

4

Monday  
Tuesday  
Wednesday  
Thursday  
Friday  
Saturday  
Sunday

You can only end an assured tenancy if you give the landlord 4 weeks' notice or if they ask you to leave.

# Assured Shorthold Tenancies



An **assured shorthold tenancy** is a type of assured tenancy



It is the most common type of tenancy for people who have private landlords.



Assured shorthold tenancies often have a fixed term.



This means that you must stay in your home and pay rent until the end of the tenancy unless your tenancy agreement says you can leave early.

# Assured Shorthold Tenancies



You are allowed to stay in your home after the fixed term ends.



Here is an example:

Doris wants to move out in June.



Agreement  
end: 31  
August 2024

But her agreement says she must stay until the end of August.



Her landlord doesn't agree to let her leave early so she must pay rent to 31 August.



# Assured Shorthold Tenancies



After the fixed term ends you must still follow the terms in your original tenancy agreement, but you can give notice to move out if you want to.



The amount of notice you need to give is the same as how often you pay your rent. For example, if you pay your rent every month then you must give one month's notice before you can move.



As an example:

Helen wants to stay until 31 December.



She carries on paying her monthly rent.

# Assured Shorthold Tenancies



She then decides to tell her landlord that she wants to move out on 30 November giving a months' notice.

## Eviction



If your landlord wants you to move out, they will usually talk to you first and try to sort out the problem. If the problem is not solved, they must go to court to ask you to leave.



The law has steps that your landlord must take, and reasons that they must give the court.



These can include things like not paying your rent or antisocial behaviour.

# Eviction



Your landlord must give evidence at a court hearing to prove these reasons.



If you have an Assured Shorthold tenancy, your landlord does not have to prove that you have done anything wrong. This is called a Section 21 notice. Your landlord must still follow the process set out in the law.



First, they will give you notice that they want you to move out. They must give you notice in writing. This is called a “notice seeking possession.”



The notice will have an end date. This date is when your landlord can go to court to get permission to evict you.



You are entitled to legal advice, and you will be invited to the court hearing.

# Eviction



If the court gives permission, the landlord can apply for bailiffs to come and make you leave.

## Licence Agreements



A License Agreement is when you have been given permission to live in a property, but you don't have a tenancy.



It is easier to get evicted if you have a License Agreement because your landlord does not have to go to court.



You might have a License if you live in:  
Shared Lives

# License Agreements



Temporary accommodation from the council



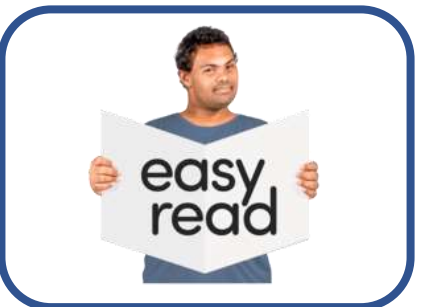
Living with your landlord as a Lodger



Some types of Supported Accommodation



You need to read and understand the license agreement before you sign it.



You can request an Easy Read version.

# Licence Agreement



Some license agreements are fixed-term. This means that there is an end date to your license.



You must move out on that date unless your landlord agrees you can stay. If they agree you will get another license agreement to sign.



Your landlord cannot evict you before the end date.



Some license agreements are periodic. This means that there is no end date.



If you want to move out, you must give notice to your landlord.

# License Agreement



Your license agreement will usually say how much notice. If it doesn't, you should talk to your landlord.

## Helpful links



[Mencap advice and support - Easy Read housing guides](#)

[Shelter tenancy checker - what kind of tenancy do you have?](#)

[Shelter housing advice - Types of tenancy](#)

[Shelter housing advice - Section 21 Notices](#)

[Shelter housing advice - Eviction](#)

[Shelter housing advice - what to check for in your tenancy agreement](#)