

Tenancy agreements & assured shorthold tenancy

A tenancy agreement is a contract between you and your tenant. It may be written or oral.

The tenancy agreement gives certain rights to both you and your tenant. You and your tenant may have made arrangements about the tenancy, and these will be part of the tenancy agreement as long as they do not conflict with law.

A tenancy agreement can be made up of:

- Express terms. These include what is in the written tenancy agreement, if there is one, in the rent book, and/or what was agreed orally.
- Implied terms. These are rights given by law or arrangements established by custom and practice.

The Council can provide you with examples of good tenancy agreements.

- It is good practice for a written tenancy agreement to include the following details:- your name and your landlord's name and the address of the property which is being let.
- The date the tenancy began.
- Details of whether other people are allowed the use of the property, and if so, which rooms.
- The duration of the tenancy.
- The amount of rent payable, how often and when it should be paid and how often and when it can be increased.
- Whether your landlord will provide any services, for example, laundry, maintenance of common parts or meals and whether there are service charges for these.
- The length of notice which you and your landlord need to give if the tenancy is to be ended. There are statutory rules about how much notice should be given and these will depend on the type of tenancy and why it is due to end.

A tenancy agreement exists even if there is only an oral agreement between you and your landlord.

Assured shorthold tenancy

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

A tenancy can be an AST if all of the following apply:

- You're a private landlord or housing association
- The tenancy started on or after 15 January 1989
- The property is your tenants' main accommodation
- You don't live in the property

A tenancy can't be an AST if:

- It began or was agreed before 15 January 1989
- The rent is more than £100,000 a year
- The rent is less than £250 a year
- It's a business tenancy or tenancy of licensed premises
- It's a holiday let
- The landlord is a local council