

# Ending a tenancy

## Problems in tenancy

If you are experiencing problems with your tenant, including non payment of rent or anti-social behavior, please contact the Housing Options team as we may be able to intervene and resolve such issues. We can also mediate between you and your tenant.

## Ending a tenancy

If you want to ask your tenant to leave, you must give them notice in a particular way, including certain information and warnings. This depends on the type of tenancy agreement and its terms.

## Assured shorthold tenancies (ASTs)

In some circumstances, you can take back the property without giving any reason. To do this, all of the following must apply:

- You've protected the deposit in a deposit protection
- You've given at least 2 months' written notice that you want the property back
- The date the tenant must leave is at least 6 months after the original tenancy began
- It is a periodic tenancy – or a fixed-term tenancy and you aren't asking the tenant to leave before the end of the fixed term
- The tenant hasn't made a complaint to the council about the living conditions in the property that resulted in the council serving a notice to the landlord (for tenancies starting after 30 September 2015)

If the tenancy started after 30 September 2015 you cannot evict your tenant unless you have given them:

- A copy of the leaflet '[How to rent: the checklist for renting in England](#)'
- an energy performance certificate
- a gas safety certificate

They have to use the form '[Notice seeking possession of a property let on an Assured Shorthold Tenancy \(Form 6a\)](#)'.

## During the fixed term

If you're still in the fixed term, you can only ask your tenant to leave if you have a reason or ground for wanting possession, e.g.

- The tenant is behind with the rent payments
- The tenant has used the property for illegal purposes, e.g. selling drugs
- You want to move back into the property

The notice period varies from 2 weeks to 2 months, depending on the ground.

## Assured tenancies

You will need to use one of the reasons or 'grounds' for possession in the [Housing Act 1988](#).

## Excluded tenancies or licences

A excluded tenancy or licence is where your tenant lives with you as a lodger and share rooms with you.

You only need to give 'reasonable notice' to quit. Usually this means the length of the rental payment period. The notice doesn't have to be in writing.