
Accommodation

Leaving a tenancy early

Information on leaving your assured shorthold tenancy agreement early and the points you'll need to consider.

This factsheet only applies to tenants who have a fixed term tenancy.

A fixed term tenancy is one with a specific start and end date (for example, beginning on 1st July 2021 until 30 June 2022). If you are unsure whether you have a fixed term tenancy, or have any other kind of tenancy, or you share accommodation with your landlord, please contact the Accommodation Office for advice.

You cannot end a fixed term tenancy before the end of the fixed term unless:

- there is a break clause in the contract allowing you to do so; or
- you can unwind the contract under consumer protection legislation; or
- you have your landlord's agreement.

Is there a break clause?

Read your tenancy agreement carefully and look for a clause that allows you or the landlord to end the tenancy early. Typically, it will say something like: *"this agreement can be ended (or determined) by the landlord or tenant by giving two months' notice in writing"*.

Some break clauses say that notice can only be given after a certain date, for example, after 6 months in a 12 month fixed term agreement. Once that date has passed you can give notice to end the contract if you are the only person named as the tenant on your agreement. If you have a joint tenancy agreement, you can only use a break clause if every person named as a tenant on the agreement agrees to give notice to end the tenancy.

If there isn't a break clause

If your contract does not have a break clause or the break clause cannot yet be exercised, you

will not have an automatic right to end your contract.

What if the property is unfit to live in?

If the property is rendered uninhabitable by a disaster such as a fire or a flood, check your tenancy agreement. It may allow you or the landlord to terminate the tenancy by giving short notice. If not, you and the landlord could agree to end the tenancy by mutual surrender (see below).

If you think the property is unfit to live in, contact your local authority's Environmental Health department as soon as possible and ask them to assess the property. If they agree that the conditions or safety issues are so bad that it is not reasonable for you to live in it in the condition that it's in, you may be able to claim compensation for breach of contract. If this applies to you then you should contact us immediately for advice.

What if I was misled into signing the agreement?

In some circumstances consumer protection regulations may allow you to "unwind" your tenancy agreement. This right only applies in the first 90 days of the contract and only if you entered into the agreement because of something the landlord/agent told you about the property that they knew was untrue and you wouldn't otherwise have done so; or if you were harassed or unduly influenced to sign up to a property. If this applies to you then you should contact us immediately for advice.

Ending the tenancy by agreement

An agreement between a landlord and a tenant to end the tenancy is called mutual surrender.

If you are the only tenant named on your tenancy agreement you only need the landlord's agreement to surrender it, but this is normally subject to finding a replacement tenant. If you are a joint tenant you can only surrender the tenancy if the landlord and all the persons named as joint tenants agree, because this will end the tenancy for everyone. The landlord may also require you to find replacement tenants or to pay their reasonable costs to re-advertise and re-let the property.

A tenancy can be surrendered expressly by a deed which must be signed and witnessed. Alternatively, it can be implied where the landlord and tenant agree to end the tenancy and act accordingly, e.g. the tenant moves out and returns the keys by an agreed date. For implied surrender, the parties' intentions need to be clear, and a written agreement is the best way to achieve this.

Permission to leave during the fixed term

In most cases, as a fixed term assured shorthold tenant, the only way to avoid rent liability continuing to the end of the fixed term of your tenancy is if you have permission from your landlord to leave early and this is usually subject to finding a replacement tenant. The replacement would need to be acceptable to the landlord and, if you are on a joint contract, to your co-tenants.

You should check your contract and what it says about this. Some contracts provide for a change sharer or state that you can assign or sublet with permission from the landlord. If the agreement does not mention or even prohibits it, you can still ask the landlord. If it states that you can assign with permission from the landlord then this permission should not be unreasonably withheld. If the landlord says 'no' then it is sometimes possible to challenge this. If your landlord refuses you should contact us for advice.

Advertising your room

The best way of finding a replacement is to advertise your room in as many places as possible but certainly on the Accommodation Office Bulletin Board, which you will find at

<http://www.bristol.ac.uk/accommodation/privately-rented/finding-privately-rented-accommodation/bulletin-board.html>

Also see our 'Finding Accommodation' factsheet <http://www.bristol.ac.uk/accommodation/media/docs/factsheets/finding-accommodation.pdf> for other ideas about where to advertise.

Next steps

Once you have found a suitable replacement tenant, the tenancy can be surrendered by mutual agreement between yourselves and the landlord, and a new tenancy will be signed by the replacement and remaining tenants. Alternatively, you could all sign a Deed of Assignment, which is a formal agreement that you are handing over your tenancy to someone new (you can obtain a Deed of Assignment from the Accommodation Office).

You will remain liable for the rent until the replacement tenant takes over. Your deposit should be returned by the landlord, subject to any agreed deductions, once the replacement tenant has signed the contract and paid their deposit.

Your landlord should not normally charge more than £50 to release you from the contract. If your landlord finds the replacement tenant, they may also ask you to pay their re-advertising costs. These costs must be reasonable and you are entitled to see proof of payment.

Moving out without a replacement

If your landlord or co-tenants refuse to accept the suitable replacement tenant you've found without a good reason, you should contact us for advice. You will need to keep detailed records of everything that goes on, including details of the replacement, when and how you found them, what your landlord said, copies and dates of all correspondence and communication.

Note:

- It is up to you to find a suitable replacement. You should never just abandon your tenancy and expect your landlord to find a replacement.
- If you move out without a suitable replacement being accepted, you can be charged rent until a new tenant moves in or

until the end of the fixed term - whichever is the soonest.

- Keep in mind that you are on a joint tenancy and if you don't pay the rent you owe then your landlord is entitled to recoup the money from your fellow housemates.
- Your landlord cannot simply charge you all the rent for the whole period as soon as you move out, s/he must continue to accept rent on a monthly or quarterly basis as previously arranged.
- If you think your landlord has found a new tenant but is trying to still charge you rent contact the Accommodation Office.
- If you move out, you should inform your local authority and give them your new address for Council Tax purposes so that you receive any bills and don't incur extra costs for not responding

The University of Bristol Accommodation Office runs a housing advice service for students, if you have any problems with your private rented accommodation please contact us.

Due to Coronavirus our office on campus is closed but our services are available remotely. Please contact us by email and an adviser will get back to you: accom-office@bris.ac.uk

The contents of this fact sheet are for information only. You should consult the Accommodation Office or an advice centre such as the CAB before taking any action.