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Tenancy agreements: a guide for landlords (England and Wales)

1. Overview

A tenancy agreement is a contract between you and your tenants. It sets out the legal terms and conditions of the tenancy. It can be written down or oral.

A tenancy can either be:

- fixed-term (running for a set period of time)
- periodic (running on a week-by-week or month-by-month basis)

Rights and responsibilities

Both you and your tenants have certain [rights and responsibilities \(/renting-out-a-property/landlord-responsibilities\)](#), whether or not there is a tenancy agreement.

2. Tenancy types

Assured shorthold tenancies (ASTs)

The most common form of tenancy is an 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 do not live in the property

A tenancy cannot 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 (less than £1,000 in London)
- it's a business tenancy or tenancy of licensed premises
- it's a holiday let
- the landlord is a local council

Other tenancies

There are other tenancies that are not as common as ASTs, including:

- excluded tenancies or licences
- assured tenancies
- regulated tenancies

Excluded tenancies or licences

If you have a lodger living in your home and share rooms with them, like a kitchen or bathroom, you may have one of these. This usually gives your lodger less [protection from eviction \(/evicting-tenants\)](#) than other types of agreement.

Assured tenancies

Tenancies starting between 15 January 1989 and 27 February 1997 may be assured. Your tenants have increased [protection from eviction \(/evicting-tenants\)](#) with this type of agreement.

Regulated tenancies

Tenancies starting before 15 January 1989 may be regulated. Your tenants have increased [protection from eviction \(/evicting-tenants\)](#) and can apply for a 'fair rent ([/housing-tribunals/rent-assessment-committee-disputes-about-rent](#))'.

[Check the rules on regulated tenancies \(/government/publications/regulated-tenancies\)](#).

3. What you should include in a tenancy agreement

The tenancy agreement should include:

- the names of all people involved
- the rental price and how it's paid
- information on how and when the rent will be reviewed
- the deposit amount and [how it will be protected \(/tenancy-deposit-protection\)](#)
- when the deposit can be fully or partly withheld, for example to repair damage caused by tenants
- the property address
- the start and end date of the tenancy
- any tenant or landlord obligations
- which bills your tenants are responsible for

It can also include information on:

- whether the tenancy can be ended early and how this can be done
- who's responsible for minor repairs (other than those that the landlord is legally responsible for)
- whether the property can be let to someone else (sublet) or have lodgers

The terms of the tenancy must be fair and comply with the law. You can [use a model agreement \(/government/publications/model-agreement-for-a-shorthold-assured-tenancy\)](#) as a template.

Preventing discrimination

The tenancy agreement cannot have anything in it that discriminates against your tenant because of a [‘protected characteristic’ \(/discrimination-your-rights\)](#), like disability.

If the tenancy agreement does discriminate against them, you cannot refuse to change it unless you have a very strong reason.

Example

Your tenant might need a guide dog in the house but a term in the tenancy agreement says no pets are allowed. You must change the term to allow guide dogs in the property, unless you have a very strong reason not to, for example another tenant in the property has a serious allergy to dogs.

Changes to tenancy agreements

You must get the agreement of your tenants if you want to make changes to the terms of their tenancy agreement.

4. Ending a tenancy

If you want your tenants 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 your property without giving any reason. To do this, all of the following must apply:

- you've protected your tenants' deposit in a [deposit protection scheme \(/deposit-protection-schemes-and-landlords\)](#)

- the date they must leave is at least 6 months after the original tenancy began (the one they signed on first moving in)
- they have a periodic tenancy - or they have a fixed-term tenancy and you are not asking them to leave before the end of the fixed term

How much notice you need to give

You must give your tenants written notice that you want the property back ('notice to quit') and the date they must leave. The notice period you give them must be at least 2 months for [section 21 notices \(/evicting-tenants/section-21-and-section-8-notice\)](/evicting-tenants/section-21-and-section-8-notice).

Find more information about what notice you need to give in the ['Understanding the possession action process: guidance for landlords and tenants' \(/government/publications/understanding-the-possession-action-process-guidance-for-landlords-and-tenants/understanding-the-possession-action-process-a-guide-for-private-landlords-in-england-and-wales\)](/government/publications/understanding-the-possession-action-process-guidance-for-landlords-and-tenants).

During the fixed term

If you're still in the fixed term, you can only ask your tenants to leave if you have a reason for wanting possession that's in the [Housing Act 1988 \(http://www.legislation.gov.uk/ukpga/1988/50/contents\)](http://www.legislation.gov.uk/ukpga/1988/50/contents).

Examples of reasons include:

- your tenants are behind with rent payments ('in arrears')
- your tenants have used the property for illegal purposes, for example selling drugs

The Department for Levelling Up, Housing and Communities has information on [reasons for possession \(/guidance/gaining-possession-of-a-privately-rented-property-let-on-an-assured-shorthold-tenancy\)](/guidance/gaining-possession-of-a-privately-rented-property-let-on-an-assured-shorthold-tenancy) for a property let on an AST.

Assured tenancies

You will need to use one of the reasons for possession in the [Housing Act 1988](http://www.legislation.gov.uk/ukpga/1988/50/contents) (<http://www.legislation.gov.uk/ukpga/1988/50/contents>).

Excluded tenancies or licences

If you live with a lodger and share rooms with them, you'll often have an excluded tenancy or licence.

In this case, you only need to give 'reasonable notice' to quit. Usually this means the length of the rental payment period – so if you collect rent monthly, you'll need to give one month's notice.

The notice does not have to be in writing.

Non-excluded tenancy or licence

You can end the agreement at any time by serving a written 'notice to quit'. The notice period will depend on the tenancy or agreement, but it's usually at least 4 weeks.

Break clauses

If there's a break clause in the tenancy agreement, you can give your tenants notice after this. However, you do not have a guaranteed right to possession during the first 6 months of the tenancy.

If your tenant does not leave the property

You cannot remove your tenants by force. If the notice period expires and your tenants do not leave the property, you can start the [process of eviction \(/evicting-tenants\)](#) through the courts.

5. If your tenants want to leave

Tenancies

The tenancy agreement should say how much notice your tenants need to give before they can

leave the property.

Tenants are responsible for paying rent for their entire fixed-term tenancy. They can move out early without paying rent for the full tenancy if:

- there is a break clause in their tenancy agreement
- you agree to ending the tenancy early

They can also leave if their tenancy is up after giving their notice (whether it is fixed-term or not).

Licence agreements

If the licence automatically runs out after a specific date and your lodger wants to end the agreement, they should let you know this before the licence runs out.

6. If your tenant dies without an executor or a will

The tenancy is transferred temporarily to the Public Trustee if a tenant dies:

- without a will
- with a will but [without an executor \(/wills-probate-inheritance\)](#)

You cannot take back a property automatically even if the tenancy was due to end.

You may be fined if you try to repossess a property without following the rules.

Reclaim your property

To reclaim your property, you need to do the following:

- post or deliver a letter to the tenant's last known address saying you're giving written notice
- pay a fee to register a written notice with the Public Trustee

- submit a NL1 form online to register your written notice

Give written notice

Address the written notice to: “The Personal Representative of [full name of the tenant who died] of [last known address for the tenant who died]”.

If you do not address the written notice in this way, your application could be rejected.

Apply to register the written notice

You need to pay a £40 registration fee. [Pay to register a notice with the Public Trustee \(/payments/registering-notice-with-public-trustee/registering-notice-with-public-trustee\)](#). You'll need a credit or debit card.

When you've paid the fee and got a payment reference number, you can apply to register the notice with a NL1 form. You'll need:

- the payment reference number
- an electronic copy of the written notice

[Use the online application service to submit a NL1 form \(https://apply-to-register-a-notice-with-the-public-trustee-nl1.form.service.justice.gov.uk/\)](https://apply-to-register-a-notice-with-the-public-trustee-nl1.form.service.justice.gov.uk/).

If you cannot use the online payment service or the online application form, send an email to the Public Trustee to find out how you can apply in a different way.

The Public Trustee
todenquiries@ospt.gov.uk

Get a decision about your application

The Public Trustee will register or reject your application. You should get their decision within 15 working days of sending your application and payment, but it can take longer.

If your application is registered, you'll be told the date it was put in the register.

If your application is rejected, for example because it's incomplete, you'll be told why the Public Trustee cannot register it.

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