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FACTSHEET

ASSURED SHORTHOLD TENANCY

Then tenancy must run for an initial fixed period, this can be any length of time; however a Court will not evict a tenant until they have been in the property for 6 months. It is therefore advisable to have a minimum period of 6 months. This can be longer if required.

During the fixed period, the tenancy can not be ended unless there is a breach of the tenancy.

After the expiry of the fixed period, there is no need to give another tenancy agreement, the tenancy runs on a month to month basis until it is brought to an end by either yourself or the tenant.

Ending the Tenancy

You must give two months written notice and the tenant must give one month's written notice.

The notice you give must end on the last day of the tenancy period. The tenancy period is the rental period. For example if the tenancy starts on the 1st of the month and you collect rent monthly, the tenancy period runs from the 1st of the month until the end of the month. You must give the tenant at least two months notice to expire at the end of the tenancy period; this could mean that in practice you are giving the tenant more than two months notice. For example if the tenancy starts on the 1st of the month and you wish to serve notice on 10th May, the notice must expire on 31 July.

If you require any assistance in preparing a Notice, please let us know as we can do this for you.

If the Tenant remains in the property after expiry of the Notice, it will be necessary for you to issue Court proceedings for possession through the County Court. The Court will list the matter for hearing approximately six weeks after issue of the Court papers. At a hearing the District Judge must order possession, however, he does have a discretion as to what date he orders possession, and this will depend on the individual circumstances of the Tenant. The minimum notice period is two weeks, the maximum is six weeks.

In ordering possession the District Judge can order that the Tenant pay any outstanding rents, together with your reasonable legal costs and Court fees.

If you require our assistance with preparing and serving a Notice or Court proceedings we would be happy to assist.

Breach of Tenancy

If the Tenant breaches any terms of the Tenancy there is an accelerated process for bringing the tenancy to an end. You must first write to the Tenant giving formal notice of the breach and the remedy you require. For example if there are rent arrears – details of the arrears and the date you require payment.





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This notice period must be at least two weeks, although it can be longer depending on the breach.

If the Tenant does not remedy the breach you can then apply to the Court for possession. Under these circumstances the Court has discretion on whether or not to order possession and will take account of any defence filed by the Tenant. The Court could order that the Tenant remain in possession of the property provided that the remedy is breached.

Further, if the Tenant remedies the breach prior to the Court hearing the proceedings will be brought to an end.

If you were merely requesting possession because of the breach, and were happy for the tenant to remain in possession if the breach is rectified this method for possession would be sufficient. However, if you wanted possession in any event this method may not be suitable.

If your tenant does breach any terms of the tenancy, we would be happy to advise you on what course of action would be best.

Repairs

You must keep in repair the structure and exterior of the property and the installations in the property for the supply of water, gas, electricity and sanitation. You must also keep in repair and proper working order the installations for space heating and heating water.

Your Tenant should notify you of any issues, once you have received notification of any problems you must ensure that the necessary repairs are carried out as soon as possible. If you fail to carry out any repairs the tenant has two courses of action they can follow. They can arrange for the repairs to be carried out themselves and withhold rent to cover their costs or they can issue Court proceedings and request that the Court order you carry out the repairs.

If the premises are in such a state to be prejudicial to health, the Council can inspect the property and issue a Notice requiring the works to be done. Failure to comply with the Notice could result in a fine.

However, you do not have any duty to repair until you have received notice of the need for repair. Notice can be informal, and does not necessarily have to come from the Tenant. For example, notice could arise from your inspection of the property.

Tenancy Deposit Scheme

Any deposit (bond) taken from a Tenant must be invested in a special account. We recommend the government approved Deposit Protection Service, this is a free service and there are no fees payable. The money will be held in an account until the tenancy is ended and at the end of the Tenancy, if both Landlord and Tenant agree that the deposit should be repaid, it will be. However, if there is a dispute as to whether some or all of the deposit should be retained by the Landlord, an independent advisor will intervene and settle the matter.





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If you do not invest the deposit in one of these schemes you will not be able to obtain possession of the property through Court by giving two months notice. Also the tenant can apply to the Court for an order that the deposit be invested, when making such an order, the Court will also award the Tenant compensation equal to three times the deposit.

Energy Performance Certificates

Any new tenancy after 1 October 2008 needs to comply with new regulations to obtain an Energy Performance Certificate. These certificates provide the tenant with information on the energy efficiency of the property. (The rating is similar to that found on things like fridges and washers). You will need an Accredited Domestic Energy Assessor to prepare the Certificate. The Certificate must be given to the tenant before they sign the tenancy agreement.

There will be a charge for this and it will be approximately £100. Once obtained a certificate is valid for 10 years. We have details of Assessors if you need these.

More details can be found on the Government website www.direct.gov.uk/en/HomeAndCommunity and if you do a search for "EPC" it will bring up the relevant page which provides all the details you will need.

If you do not obtain a certificate you risk being reported to the Trading Standards and the Office of Fair Trading. This could result in a fine of up to £5000 and the loss of the right to operate as a Landlord.

Gas Safety Certificate

If there are any gas appliances, including the heating system, in the house these need to be inspected on an annual basis by a Corgi registered engineer. If the appliances pass the engineer will issue you with a certificate. You should give your tenant a copy of this certificate and keep one for your file.

Electrical items

If you are leaving any electrical items in the property you must ensure that all equipment is safe and that such equipment is correctly fitted with a standard plug.

Furniture

If you are letting the property part-furnished you must attach an inventory of the furniture to the tenancy agreement. It is advisable that both yourself and the tenant sign and date this so that there is no dispute at the end of the tenancy as to what was in the property.

If any furniture is damaged by the tenant they are responsible for the cost of repair. However, if the furniture is damaged due to normal wear and tear you have a responsibility to replace it.

You must ensure that any soft furnishings left in the property comply with current fire resistance standards. You will find labels on the furniture to show that it does. If the furniture does not comply with the fire regulations you should not leave it in the property.





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Inspection of the Property

Should you wish to inspect the property at any time during the tenancy, but you must give the Tenant 24 hour's written notice before doing so.

Rent

You should keep a schedule of rent showing when it becomes due, how much it is and when you received payment.

Some tenants request a rent book; these can be purchased from stationery shops such as WH Smith.

If your tenants failed to pay rent you need to be able to show to a Court how the arrears have arisen.

End of Tenancy

When the Tenancy has ended the Tenant must hand over the property, and furniture, in good repair and condition. If you are happy with the condition of the property and furniture you must return the deposit to the Tenant.

However, if the tenant has damaged the property or any furniture you are entitled to withhold the deposit to cover the repairs. This will be dealt with through the Tenancy Deposit Scheme. If the cost of repairs exceeds the deposit you are entitled to recover the balance through the Court. Again, we would be happy to advise if necessary.

For further information contact Rebecca Brough on 01623 448 331 or email

rbrough@fidler.co.uk

We offer a FREE initial consultation.

