

TENANT'S RIGHTS

People these days give their properties on rent on Assured Shorthold Tenancies (AST), but other agreements do exist which have different levels of rights. If non AST tenants are members of a council or housing association then they may be on a secured or assured tenancy which holds increased rights against eviction and for passing on tenancies. In contrast, if a tenant lives in accommodation that is occupied by their landlord, rented from the Crown, a student residence, or a hostel or bed and breakfast then they may have only basic rights on it. People whose accommodation are provided by their job or are part of agricultural premises are covered by different rules which are strict. Tenants who are on private rented houses will automatically get assured as shorthold tenants if they moved in after 28 February 1997, paying rent to a private landlord who does not live in the same building, and can prevent others' access to their home. This will also be the case if they moved in after 15th January 1989 and were given a notice informing them that they were assured shorthold tenants. Assured shorthold tenancy gives people a legal right to live in their home, either for a fixed-duration or on a rolling contract known as a periodic tenancy. This law provides basic rights and other conditions and may be added into the tenancy agreement which has to be signed by the tenant and landlord. Tenants have the right to live there until the agreement ends or a court order is sought, to get information about their tenancy provided within 28 days, stop others entering their home and get repairs done. A tenant has the right to live in their home without being disturbed. The landlord and other people cannot enter freely when they wish and must seek permission to visit – typically at least 24 hours at a mutually convenient time. On agreed rent, it must be paid on time and if this is not done then landlords may take court action to have tenants evicted. If a person pays weekly rent, a rent book must be provided for that instance. It may be possible for tenants to seek housemates to move in as subtenants or lodgers. It is vital to ask a landlord's permission for this as otherwise a tenant may be in breach of their agreement. Landlords must, by law, do repairs to keep the building in good condition, keep gas, electricity, heating and water equipment up to the mark and do other agreed and required changes. Landlords must have a valid gas safety certificate for every gas appliance and furniture should be fire resistant. Tenants are also responsible for looking after their home, which includes keeping it clean, and simple tasks such as changing bulbs and fuses. If repairs need to be done, then the tenants should inform the landlord. If the landlord refuses to do them it may be possible to force them to comply. Notice and evictions are an important part of this right as a tenancy runs until it is ended by a tenant or landlord through agreed surrender of the property, a notice being served, or eviction. Tenants on fixed-terms can only end the tenancy during that time if their agreement has that point, depending upon the agreed notice period. From the date the fixed-term ends a tenant can leave, but it's necessary that they still give a month's notice to the landlord. If the tenant opts not to leave, the tenancy becomes a rolling agreement. Tenants on periodic tenancies or rolling agreements should give one month's notice in writing; ending on the day rent stays due. A landlord must give notice if they want a tenant to leave. Unless this is for eviction then this should be either be the agreed term in the tenancy agreement, or two months, or the tenure for which rent has been paid for, whichever is longer. Under an assured shorthold tenancy a tenant can be evicted reasonably easily. Its common for problems such as rent arrears, or consistent late payment, but may also occur under a periodic rolling contract, or fixed tenancy that has run out, or if a tenant challenges a rent rise or demands repairs frequently. Under a rolling agreement or once a fixed term has ended a tenant can be removed with a court order with the correct notice given, without any burden of proving wrongdoing. During a fixed term tenancy a court will require the landlord to give good reason for eviction and then consider whether that is a reasonable course of action. There are certain responsibilities that the tenants have to perform and have to keep within the terms of their rental agreement, which may have specific clauses inserted. According to general conditions rent should be paid, in full and on-time, bills sorted, good care taken of the property, tenants and visitors must behave responsibly, permission be granted for access when needed and requests be made for any repairs or extraordinary occurrences. Tenants should also not leave their home empty beyond a certain period of time, typically a week or fortnight, without intimating the landlord.

About the Author

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