

## LEAVING A HOUSING CONTRACT

When you agree to rent a property, you create a contract between yourself and the Landlord, whether you sign a written agreement or not. Most students living in private rented accommodation will have:

- an assured shorthold tenancy or
- an assured tenancy.

Often this tenancy will be for a fixed period of time (usually 9-12 months), which both parties have agreed to. Unfortunately, there is rarely an easy get out clause in most contracts.

The obvious advice is to think very carefully before you sign a contract. If you have a placement starting in February, or are returning home in May after your exams, do not agree to pay rent until September. If you do find yourself wanting to move out before the end of the contract, there are several options available which are discussed later on in this leaflet. These depend on the sort of contract you have.

### VERBAL CONTRACTS

Although a verbal contract is legally binding, it can be very difficult to prove exactly what was agreed to. The most common situation where this occurs is when you are lodging with someone, or you live with the Landlord. In both these situations where there is no fixed term agreement, then you need only to give "reasonable" notice. This is generally the period in which you pay rent (e.g. a month if you pay monthly.)

### WRITTEN CONTRACTS

A written contract is an easily proven legal agreement. If you have agreed to something it is very hard to dispute if it is written down on paper. So check any contract carefully before you sign it. **The Advice Centre can check your contract for you (preferably before you sign it).**

Most written contracts will have a "Fixed Term" or period that you have agreed to rent the property for. This should be clearly stated, and once signed for, is what you have agreed pay for.

The contract may have a "break clause". This clearly states the notice that you should give if you wish to leave before the end of the fixed term. However, break clauses are rare in fixed term agreements in Sheffield.

If there is no break clause in your contract and you want to leave your accommodation, you have three main options;

- negotiate with the Landlord; or
- find a replacement; or
- move out.

### **Negotiate with your Landlord**

Your Landlord *may* be sympathetic to your circumstances and it *may* be possible to negotiate with him/her to bring your contract to an end. The contract can be ended if **both** you and the Landlord agree to this. If your Landlord does agree then you should get this in writing. Will your Landlord accept a one off payment to allow you to leave your contract early? Will they accept your deposit in part payment? You could provide supporting evidence to back up your case, such as a letter from your tutor or GP. If you are a joint tenant you and your landlord will also need to get the agreement of the other tenants to any new arrangement.

### **Find a replacement**

Most Landlords will agree to you leaving **if** you find another tenant to replace you on the tenancy and take over your rent liability. Your Landlord has the right to refuse to accept your replacement but they should be able to give a clear explanation for doing this. It is obviously in the Landlord's interests to have someone continuing to pay the rent for the room. If you have a joint tenancy with the rest of the house, the other tenants have the right to refuse to accept a replacement. However, it is usually in their interests to have a replacement contributing to the rent and the bills.

To find a replacement, put as many adverts up for the room as you can. You could put them in:

- post offices
- newsagents
- The Star (local newspaper)
- shop windows
- Accommodation Services (see Contacts)
- any relevant web Forums (e.g. [www.sheffieldforum.co.uk](http://www.sheffieldforum.co.uk) )

When you find a replacement, ensure that your contract is brought to an end and get this in writing.

If it is suggested that you sub-let to the person who has taken your room contact the Advice Centre for further advice. (See Contacts)

## **Move Out**

This is the riskiest of the options. If you have agreed to a fixed period and move out without the Landlord's consent, you are still liable to pay the rent. You will be in breach of contract if you stop paying the rent when you move out.

If you are a joint tenant you will also be in breach of your agreement with them to pay your share of the rent. If you have a joint tenancy and stop paying your share of the rent the landlord can hold the other tenants liable for this as well and may take action against all of you.

The Landlord could make a claim against you through the Small Claims Court. If the disagreement got as far as court, and the case was found in the Landlord's favour, you would have a County Court Judgement against you for the amount of unpaid rent plus the Landlord's court fees. It would seriously damage your chances of getting any credit from a reputable company if you don't pay the judgement off in full within one month.

However the court cannot force you to pay what you do not have. In cases involving people with a low income, a low monthly figure is often agreed on to repay the debt over a long period.

If you can, agree to come to an arrangement with your Landlord before any proceedings are started - it can save you both a lot of problems. However, it should be noted that more and more Landlords are resorting to legal action.

If you have been threatened with court proceedings or you want to know more about the Small Claims Court, contact the Advice Centre. (See Contacts)

## **AT THE END OF A CONTRACT**

Giving notice to your Landlord if you continue to live in a property after the contract has ended:

### **At the end of a Fixed Term Contract**

- If you move at the end of the fixed term you do not need to give notice to your landlord that you will be leaving (although it would be courteous to do this) and your tenancy will come to an end.
- If you continue to live in the property and no new contract is agreed, you would be expected to have the same rights and duties as you did under your old contract but you will not be tied

into a further 'fixed term. If you choose to leave sometime later you should give your Landlord notice of at least 28 days or the same length as the rental period (e.g. three months if you pay rent every three months).

- If your landlord wants you to leave at the end of a fixed term you must be given notice of this.

### **If you have an open ended contract**

You should give your Landlord notice of at least 28 days or the same length as the rental period (e.g. three months if you pay rent every three months). This is where the advantages of paying rent monthly, as opposed to every term become apparent. Your Landlord must also give you notice if s/he wants you to leave.

**Housing law can be very complex and does not always work in the way that you would expect. It can be very dangerous to rely on the advice of a friend - so make sure you seek advice!**

## **CONTACTS**

### **Advice Centre**

The HUBS  
Paternoster Row  
Sheffield  
S1 2QQ  
Tel: 0114 225 4148  
Fax: 0114 225 4943  
Email: [advicecentre@shu.ac.uk](mailto:advicecentre@shu.ac.uk)  
Web: [www.hallamunion.org/advice](http://www.hallamunion.org/advice)

### **Sheffield Housing Aid Centre**

3rd Floor, Howden House  
Union Street  
S1 2SH  
Tel: 0114 273 5450  
1pm-4pm Mon, Tues & Thurs

### **SHU Accommodation Services**

38 Howard Street  
Sheffield  
S1 2LX  
Tel: 0114 225 4504

### **Sheffield County Court**

50 West Bar  
Sheffield  
S3 8PH  
Tel: 0114 281 2400