

https://www.housingrights.org.uk/landlords/preparing-rent/tenancy-agreement

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Tenancy agreement

This information is for private landlords. Private tenants can find information and advice here.

Landlords and tenants already have a certain amount of legal rights. A clearly worded tenancy agreement can add to these rights and help avoid disputes.

The law does not require you to provide a tenancy agreement, but it can be good to have one. However, the law does require you to give your tenants <u>a tenancy information notice</u>. You must provide this even if you also have a tenancy agreement.

Your tenancy will be either:

- fixed term, or
- periodic

Fixed term tenancy

A fixed term tenancy has a clear start date and end date. These dates must be in the tenancy agreement and the tenancy information notice.

If an end date is not specified or agreed on, then the <u>law says that a tenancy will</u> last for a default term of six months. After this time, the tenancy is periodic.

Before the term ends, you and your tenant must decide whether to renew the tenancy. Make sure you're clear on what happens at the end of a fixed term

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The tenancy will become periodic if it continues without agreeing on a new fixed term.

Periodic tenancy

A periodic tenancy will usually come about when a fixed term has ended and a new fixed term has not been agreed upon. A periodic tenancy will not have an end date. It will instead continue on a month-to-month or week-to-week basis, in line with how often rent is paid. It is sometimes called a 'rolling' tenancy or being 'out of contract'. The original terms of the tenancy will continue to apply even if it is now a periodic tenancy.

The tenancy will continue until you or your tenant wishes it to end. You must both follow the correct process to end the tenancy.

Unfair terms

Your tenancy agreement must be fair and in line with the <u>Consumer Rights Act</u> <u>2015</u>. A tenancy agreement from before October 2015 must comply with <u>earlier</u> legislation.

A tenancy agreement is unfair if it:

- creates an imbalance between the rights and responsibilities of landlord and tenant, and
- this puts the tenant at a disadvantage

An unfair term is not enforceable, and you cannot rely on it to take legal action.

Examples of unfair terms include terms which:

- take away the tenant's basic rights
- impose excessive charges for late or unpaid rent
- make the tenant pay or be responsible for repairs that are your responsibility
- allow you to decide if the tenant is in breach of the agreement
- oblige the tenant to leave the property in a better condition than when they moved in
- lets you access the property without giving reasonable notice

Default terms and obligations

The law applies certain default terms if there is no tenancy agreement or it is not detailed.

Unless the tenancy agreement says otherwise, the tenant must:

- ensure to pay rent and rates
- keep the premises in good condition
- vacate the property at the end of the lease

Unless the tenancy agreement says otherwise, the landlord must:

- not stop the tenant from living in and enjoying the property
- ensure that a furnished property is habitable
- maintain the property
- charge fair and reasonable fees for services

You and your tenant are free to agree on terms in the agreement. Whatever is in the contract will take precedence over a default term. But you cannot add clauses that limit or take away your tenant's basic rights.

Essential information

Your tenancy agreement should include the following:

- rental property address
- names and contact details for tenant(s), landlord and estate agent
- term of the tenancy (periodic or fixed-term)
- tenancy start and end date
- <u>amount of notice</u> needed to end the tenancy (must not be less than the legal minimum)
- rent and rates payable, including dates and payment method
- any other payments, such as utility bills
- landlord repair obligations
- deposit amount and what deductions can be made

Additional terms

You should also consider including terms that:

- state your rights to enter the property and the notice you'll give
- explain liability for unpaid rent or damage caused by tenants or their guests
- have a procedure for setting up property viewings at the end of the contract
- prohibit commercial or illegal activity on the property
- outline any restrictions on smoking, keeping pets or sub-letting
- explain what happens if the property becomes uninhabitable

Accessible tenancy agreements

Your tenants must be able to understand your tenancy agreement fully. Once a tenancy agreement is signed, it becomes a legally binding contract. So, it is crucial that all parties understand what they are agreeing to.

You can make the agreement easier to understand by:

- using plain English without complicated legal language
- having an audio version for tenants with poor literacy or a visual impairment
- translating the agreement for tenants who read or speak limited English

You should make reasonable adjustments for tenants with a disability. Failure to do so may be a breach of disability discrimination law.

You can use the <u>free tenancy agreement template</u> made by the Department for Communities.

Tenancy agreements for joint tenants

When renting to more than one tenant, the wording of the tenancy agreement determines who is responsible for rent arrears or damage. This may be one tenant or all the tenants.

If the agreement states that tenants are 'jointly and severally liable', you will be able to pursue any tenant for financial loss incurred.

When renting to a group of tenants, you can draw up either:

- an agreement between you and the group, or
- individual tenancy agreements with each tenant

Group agreements can be tricky if one tenant chooses to end their tenancy early.

If one tenant leaves and a new person moves in, you should:

- ask the outgoing and incoming tenants to give up, or 'surrender', the old tenancy
- set up a new joint tenancy with the remaining and incoming tenants
- end the protection on the old deposit
- protect the deposit again with the details of the new tenancy

Individual agreements make it easier when a tenant leaves and you need to find a new tenant. The tenancy agreement must be clear that if one of the group leaves, you have the right to add a new person to the tenancy.

If you add an extra person to the tenancy, you must make sure the property doesn't become an unlicensed house in multiple occupation (HMO).

More advice

- Tenancy paperwork
- Setting up a tenancy