



University of  
**Salford**  
MANCHESTER

# ACCOMMODATION LEAVING A TENANCY EARLY

Information on leaving your tenancy agreement early and the points you'll need to consider.

## This factsheet only applies to tenants who have a fixed term tenancy.

If you are unsure whether you have a fixed term tenancy, i.e. one that gives specific dates (for example, beginning on 1st July 2017 until 30 June 2018), then please contact [askUS](#) for advice.

If you have any other kind of tenancy, or you share accommodation with your landlord, please contact [askUS](#) for advice.

## Is there a break clause?

If your tenancy agreement is in your name only and you decide you want to leave your accommodation early, you should first read your contract carefully. You are looking for what is called a break clause, which allows you to end the tenancy early. Typically, this will say something like: “this agreement can be ended (or determined) by the landlord or tenant by giving two months’ notice in writing”.

However, if you were on a joint tenancy agreement and you ended the contract using a break clause, you would technically be ending the tenancy for all the tenants, potentially leaving your housemates homeless. Before doing this please do contact [askUS](#) for advice.

If there is no break clause you cannot simply end the agreement unless the following apply:

### 1. The property is unfit to live in

If you think the property is unfit, contact your local authority’s Environmental Health department as soon as possible and if they assess the property and agree that you cannot continue to live there, then you can move out and should not owe further rent.

### 2. You were given misleading information or pressured into take the tenancy

Under the Consumer Protection Regulations there are some practices which are prohibited. If a landlord/agent told you certain things about a property that he/she knew were untrue and that were significant (i.e. this information was enough to encourage you to sign the agreement) or if you were harassed or unduly influenced to sign up to a property, then in limited circumstances you may be able to break the contract. If this applies to you then you should contact [askUS](#) immediately for advice.

## Leaving during the fixed term

In most cases the only way to avoid rent liability till the end of the fixed term of your tenancy is to find a replacement tenant. The replacement would need to be acceptable to the landlord and, if you are on a joint contract, your co-tenants.

You should speak to the landlord and your co-tenants if applicable about the situation and the fact you want to leave.

You will need permission from the landlord and it has been known for landlords to refuse to give this.

Once agreed and once you have found a suitable replacement tenant, you should either all sign a Deed of Assignment, which is a formal agreement that you are handing over your tenancy to someone new, or the new tenant and the remaining tenants could all sign a fresh assured shorthold tenancy. You will remain liable for the rent until the replacement tenant takes over. Your deposit should be returned once it has been established by the landlord that you shouldn’t have any deductions and the replacement tenant has moved in and paid their deposit.

You are likely to be charged some admin fees by the landlord for the transfer of tenancy.

## Advertising your room

The best way of finding a replacement is to advertise your room in as many places as possible but certainly on the Manchester Student Homes Message Board, Also see our ‘Finding Accommodation’ factsheet for other ideas about where to advertise.

## Moving out without a replacement

If your landlord or co-tenants refuse to accept the suitable replacement tenant you've found without a good reason, you should contact [askUS](#) for advice. You will need to keep detailed records of everything that goes on, including details of the replacement, when and how you found them, what your landlord said, copies and dates of all correspondence and communication.

### Note:

- ✓ It is up to you to find a suitable replacement. You should never just abandon your tenancy and expect your landlord to find a replacement.
- ✓ If you move out without a suitable replacement being accepted, you can be charged rent until a new tenant moves in or until the end of the fixed term – whichever is soonest.
- ✓ Keep in mind that you are on a joint tenancy and if you don't pay the rent you owe then your landlord is entitled to recoup the money from your fellow housemates.
- ✓ Your landlord cannot simply charge you all the rent for the whole period as soon as you move out, s/he must continue to accept rent on a monthly or quarterly basis as previously arranged.
- ✓ If you think your landlord has found a new tenant but is trying to still charge you rent contact [askUS](#).
- ✓ If you move out you should inform your local authority and also give them your new address for Council Tax purposes.

The contents of this fact sheet are for information only. You should consult [askUS](#) or an advice centre such as [CAB](#) before taking any action.

The University of Salford has a one stop shop for student support called askUS and has advisers available for all students, if you have any problems with your private rented accommodation please contact us.

askUS

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