The different types of tenancy agreements

Unit 1 - Understand how to apply for housing
Outcome 4 - Understand the different types of Tenancy Agreements
**The different types of tenancy agreements**

**Assured Tenancy (social housing)**

Social housing tenants are given an ‘Introductory’ or ‘Starter’ tenancy agreement which lasts for a year. If there have been no problems during this time, then the tenancy automatically converts into an Assured Tenancy which is a tenancy for life, as long as the tenant abides by the rules set out in the tenancy agreement.

**Assured Short-hold Tenancy (social housing and private rented housing)**

In some circumstances, social housing landlords use Assured Short-hold Tenancies which run for six months or a year, after which the landlord can end the tenancy by sending a letter and serving a Notice Seeking Possession. If the tenant does not move when this is done, the landlord can apply to court to have the tenant evicted.

Most private landlords use Assured Short-hold Tenancies.

**Fixed-term Tenancy (social housing)**

Some social housing landlords use Fixed-term Tenancies for some of their properties. These are very similar to an Assured Tenancy but can last between three and ten years. The government have introduced this type of tenancy in order to make best use of social housing homes.

At the end of the fixed-term period, the landlord carries out an assessment as to whether or not the tenant should remain in the social housing home. For example if the tenant is working and earning higher wages, then they may no longer need a social housing home. In those circumstances the landlord can end the tenancy by sending a letter and serving a notice as they would with an Assured Short-hold Tenancy.

Another example would be if the tenant has a four bedroom house and at the end of the Fixed-term Tenancy the tenant’s children have moved out. The landlord may decide that the best use of this house would be for a family with children and would therefore end the tenancy. In these circumstances the landlord would usually try to help the tenant find another smaller property.

**The difference between a licence and a tenancy**

A licence agreement is a legal contract which is used for temporary accommodation or shared housing, such as renting a bedroom with a shared kitchen, bathroom and in some cases a living room.

It gives the licensee (the person occupying the accommodation) the right to stay in the room or property under certain circumstances. For example, if you are given a room in a temporary accommodation scheme (this often happens to young people who are homeless and waiting to move into a permanent home) you will be able to stay there until you are ready for rehousing and have had an offer of accommodation.

The licence agreement also gives the landlord the right to ask the licensee to leave if their behaviour has been unacceptable. The licence can be ended by the landlord serving a ‘Notice to Quit’ which usually gives the licensee four weeks notice to move. If the licensee does not move, the landlord can apply to court to evict them. The rights of a licensee are less than tenants with an Assured Tenancy or an Assured Short-hold Tenancy and the amount of information to required to evict a licensee is much less than for a tenant.
Contents of a Tenancy Agreement

In a tenancy agreement you will usually find the following information:

- The type of tenancy.
- Details of who the landlord or letting agent is and their contact details.
- Tenants name and the address of the property.
- The rent and any charges for services such as window cleaning, gardening or communal cleaning.
- How and when the rent is increased.
- The landlord’s responsibilities.
- The tenant’s responsibilities, which may include clauses about anti-social behaviour, drug use and allowing the landlord access to carry out repairs when necessary.
- Details of how the landlord or letting agent can end the tenancy if the tenant has not kept to the tenancy conditions.

Contents of a Licence Agreement

A Licence Agreement will include the following information:

- The address and details of the accommodation, including shared areas and furniture.
- The landlord or letting agent and their contact details.
- The licence fee.
- The landlord’s responsibilities.
- The licensee’s responsibilities, which may include clauses about anti-social behaviour, drug use and allowing the landlord access to carry out repairs when necessary.
- Details of how the landlord or letting agent can end the licence agreement.