

Your Legal Questions

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Q I have a tenant to whom I let a property under an Assured Shorthold Tenancy Agreement which was for a fixed term of 6 months from January 2010. The tenant has remained in possession after the end of the fixed term and is up to date with their rent. However, they have told me today that they intend to leave the property this evening. Can the tenant just leave in this way without giving me some form of notice?

A After the fixed term of the tenancy agreement expired your tenant became what is known as a periodic tenant. In order to bring the tenancy agreement to an end, a periodic tenant is required to provide the landlord with a minimum notice period of 4 weeks (this is provided for in section 5 of The Protection from Eviction Act 1977). The notice does not need to be in any particular form but it should be in writing and it must state the date on which the tenancy will expire and that date must be the end of a rent period. This means that if, for example, under the tenancy agreement the rent was payable monthly on the first day of each calendar month then the tenant's notice will need to expire on the last day of the month. If then, for example, the tenant served notice on you on the 15th June the notice cannot expire until 31st July (being the next end of a rent period after 4 weeks from 15th June).

In practice, tenants often choose to ignore notice requirements and will leave when convenient to them. A landlord will then have a claim against the tenant for the amount of the rent due for the notice period although landlords may sometimes decide that their time and costs incurred in attempting to chase a tenant, who may not have left a forwarding address, is likely to prove uneconomic and the landlord may prefer to concentrate their efforts on getting the property re-let.

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