

# leaving a housing contract early

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## a quick guide to your options if you wish to leave your housing contract early

### can i leave my housing contract early?

When you agree to rent a property, you create a legal 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 (“AST”). Normally this will be for a fixed period (usually 6-12 months). Contracts are very difficult to break once they have been agreed.

Students who live together in a shared house will have either an individual or joint AST. The majority of student contracts are joint contracts.

### verbal contracts

Although a verbal contract is legally binding, it can be difficult to prove exactly what was agreed. This is most likely to happen when you lodge with someone, or live with the landlord.

In these situations if there is no fixed term agreed, then you need only to give “reasonable” notice that you want to leave. This is generally the period in which you pay rent (e.g. a month if you pay monthly).

### written contracts

A written contract helps to prove what the agreement was. If you have agreed to something it is very hard to dispute it if it is written down. So check any contract carefully before you sign it. advice(su) can check and explain your contract to you (preferably before you sign it.)

Most written contracts include a term saying how long you have agreed to rent the property for - a “fixed term”. Once signed, this is the period you have agreed to pay for.

Some contracts have a “break clause”. This states the notice you must give if you wish to leave before the fixed term ends. advice(su) can check whether there is a break clause if you’re not sure. However, break clauses are very rare in ASTs in Norwich and this usually means that the landlord won’t easily agree to ending the contract early.

If there is no break clause in your contract and you want to leave a contract earlier than it allows, you could:

- negotiate with the landlord; and/or
- find a replacement.

You could also take a risk and move out, but if you do this you will remain liable for rent until the end of the fixed term.

## negotiate with your landlord

If your landlord is sympathetic to your circumstances you may be able to negotiate with them to end your contract early. If your landlord agrees then you should get this in writing. If you are a joint tenant, you and your landlord will also need to get the agreement of the other tenants:

- 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 evidence to back up your case, such as a letter from your tutor or GP.

## find a replacement

Most landlords will agree to you leaving if you find another tenant to replace you and take over your rent liability. Your landlord has the right to refuse to accept your replacement but they should give a clear and reasonable explanation for refusal. It is in the landlord's interests to have someone continuing to pay the rent for the room.

If you have a joint tenancy with the other occupiers, they have the right to refuse to accept a replacement. However, it is also in their interests to have a replacement contributing to the rent and the bills and they may help you find a replacement. You should advertise the room as widely as you can. You can advertise on the [Home Run Message Board](#), via the [uea\(su\) housing group](#) on Facebook and/or use word of mouth.

It is not always easy to find a replacement tenant; factors to consider are:

- Time of year – are new students arriving?
- Position of house – is it near the university?
- Rent level – is it above average?
- Condition of house/room – is it in good repair?
- Remaining tenants – are they happy to accept a replacement?

Once you find a replacement tenant, ask the landlord to draw up a new contract and pay your deposit back to you. Until a replacement tenant has signed a contract you will still be responsible for paying the rent.

In joint tenancies, the new tenant and the remaining tenants should sign a new contract, or else you remain liable for the rent.

## move out

This is the riskiest option. 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 the other tenants 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, or if applicable your guarantor, 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 Judgment (CCJ) against you for the amount of unpaid rent plus the landlord's court fees. This will seriously damage your chances of getting credit from a reputable company.

If you have a low income you may be able to agree a small monthly payment to repay the judgement debt in instalments over a long period but it is better to come to an arrangement with your landlord before any proceedings are started. It can save you both a lot of problems.

If you been threatened with court proceedings or you want to know more about the Small Claims Court, get in touch with advice(su).

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

If there is a serious household dispute and you feel you may be forced to move out, seek advice from advice(su) before taking any action.

## questions & answers

Q: We have signed a joint contract but one of our housemates has moved out. The landlord is asking us for the money but we feel the tenant should pay - is this fair?

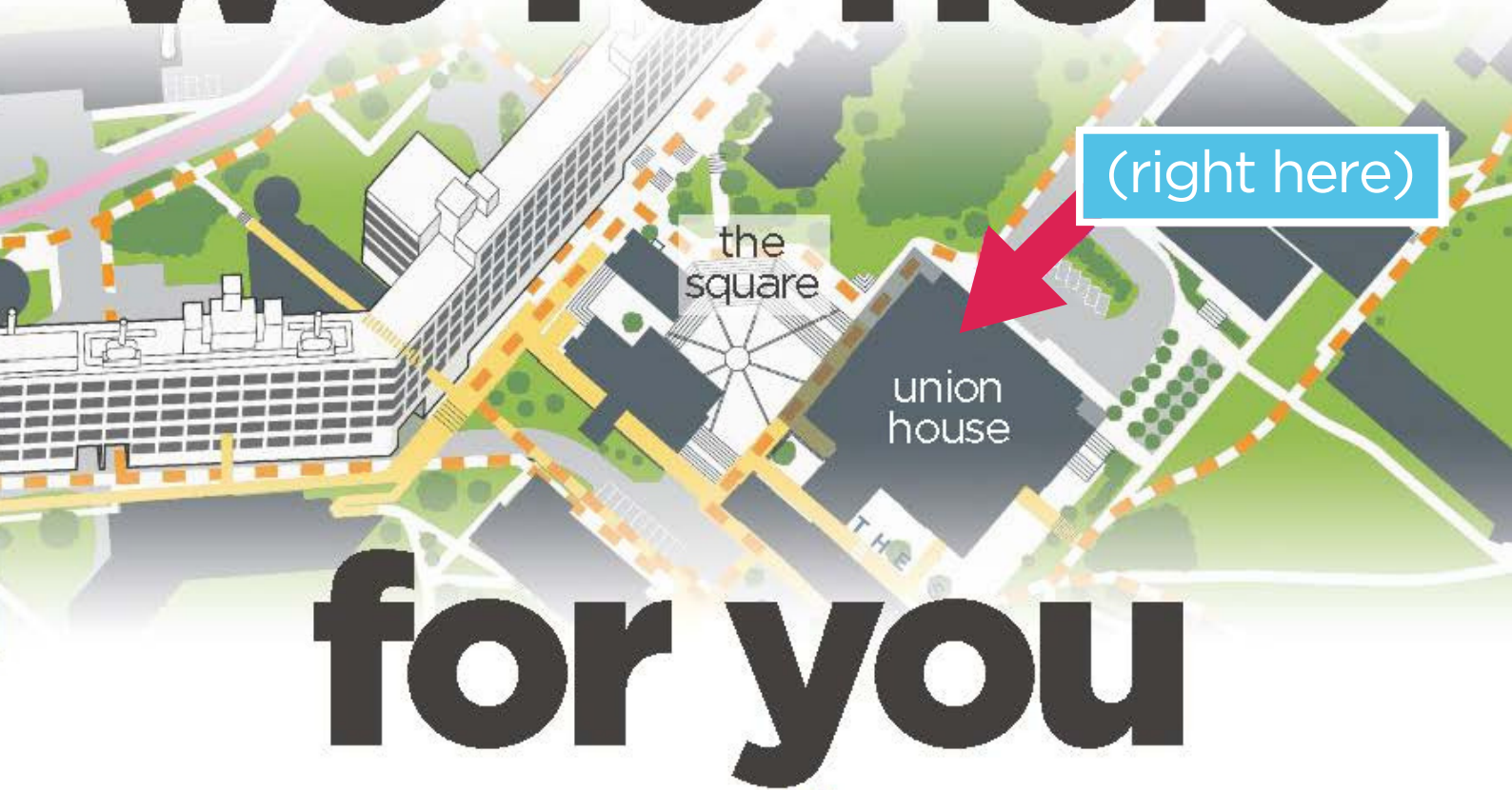
A: Fairness does not really come into it, the landlord's primary concern is to collect the rent. If a joint contract has been signed, the landlord can decide who they want to chase for the rent. If the rent remains unpaid, either it can be taken from the collective deposits or if court action is taken, the landlord is likely to issue a summons that names all the tenants. The best option is to try and find a suitable replacement as soon as possible. It is important that everyone works together to find a replacement. Arguments and fall outs will not pay the rent.

Q: I have moved out of a shared house but my former housemates are refusing to accept my replacement tenant. What can I do?

A: If you have a joint contract the remaining tenants have the right to refuse a replacement tenant. However, they can only refuse on reasonable grounds such as the replacement tenant not being a student (liability for council tax). If they continue to refuse suitable replacements it is important to notify the landlord. They may decide to take action against the tenants if rent remains outstanding.

If you have an individual contract then you do not need to get the permission of others in the house. However, the landlord does need to agree. It is rare that the landlord refuses a replacement tenant and they would have to give good reasons for refusal.

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10.00 - 16.00

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