

OCCUPANCY RIGHTS

A tenancy agreement or lease is a legal contract between the resident of the property and the landlord. It gives details regarding your and your landlord's rights and obligations. So you should start by looking at and familiarising yourself with the terms of your tenancy agreement or lease.

Assignment

Some tenants may have the right to transfer their tenancy to another person, known as 'assignment'. Your tenancy agreement should tell you if you have that right. If you would like to know more about the procedures involved in assigning a tenancy contact your landlord.

Succession

When a tenant dies the tenancy of a property can, in some cases, be passed to a spouse, civil partner, or occasionally another family member. This is called 'succession'. To find out more about the right to succeed you can look at the tenancy agreement, contact the landlord or an advice agency such as Shelter.

Abandonment of property

Abandoning your property does not end your tenancy with your landlord or your liability to pay rent. If you want to end your tenancy you will need to give formal notice to your landlord, usually in writing and return the keys. If you abandon your property without doing this your landlord may be entitled to reclaim the property, remove any possessions left there, charge you for doing so and charge you rent until it has done so. It may also charge you for any outstanding repairs at the time you abandoned the property.

Ending a tenancy

If either the landlord or the tenant wishes to end a tenancy they are required to give notice. The occupancy agreement provides details as to how the tenancy may be ended and the notice period required.

Possession proceedings

If your landlord decides to seek possession of the property it is required to take legal action and the matter will be considered at court. If your landlord takes such action it will usually have to have written to you before hand explaining what it intends to do and why before going to court. You will have the opportunity to attend the court hearing and if possible you should seek legal advice as soon as possible.

You should be aware that the Ombudsman is unlikely to be able look at issues connected with legal proceedings.

As your occupancy agreement is a legal document if you have a dispute about its terms or contents you may wish to seek legal advice.