

# Moving Out

Housing in the Private Rented Sector



Do you have to give the landlord notice?

## Check your Contract

### If your Contract ends on a specified date

If you are moving out on that date, you do not have to give advance notice. If you want to move out **within** the contracted period, you may legally do so only if your contract contains a clause allowing you to do so. If you move out within the contracted period you are still liable for the rent for the REMAINDER of the contracted period.

### If your Contract does not have an end date (Periodic Tenancy)

You **must** give your landlord advance **written** notice of your intended leaving date. This should be in accordance with the notice period stipulated in the contract. If the contract does not contain this information, then you must give notice in writing of at least 28 days if you pay the rent weekly; if you pay monthly, a month's written notice; if quarterly, a quarter's notice; and if academic termly, an academic term's notice.

If you are **joint tenants**, then handing in notice will bring the contract to an end for **everybody**.

If you have a fixed term assured or assured shorthold tenancy you are not required to give notice. **ALWAYS** seek advice about what tenancy type you have **BEFORE** you act.

### One Joint Tenant Wishes to Leave

A Joint-tenant who wishes to move out mid-way through the contract will be able to do so without complications **ONLY** if s/he continues to pay the rent. Simply leaving the property does not absolve the joint-tenant from the legal obligation to pay rent. If you wish to leave, and cannot afford to continue paying the rent, the simplest alternative is to find a substitute tenant. This will require the permission of your co-tenants **AND** the landlord.

Otherwise the situation is complicated and you should seek advice. Be aware that failure to pay the rent may well lead to court action by your co-tenants or landlord to recover the debt.

### Getting your Damage Deposit Back

A week or two **BEFORE** moving out ask the landlord to come and inspect the property with you. If your Landlord/Agent is unable to visit the property for a final inspection, ask an independent witness to do this with you. Then send a copy of your findings to the landlord. Use the **Inventory** and/or **Check-in Document** as a guide. Include any photographic evidence you may have. You should undertake to make good any damage you have caused, excepting fair wear and tear. Subject to this and after a final inspection visit, on the final day of your tenancy the landlord should refund your deposit(s). Ask the landlord to sign and date inventory to confirm inspection was satisfactory. Remember to hand in all the keys you have the same day, or you may incur extra charges or have to pay additional rent. If you carried out an inspection of the property when you moved in and had this signed by the landlord, it can be used to compare with.

### Bills

You will have to arrange for a **final reading** to be taken, and to be sent **final accounts** to pay gas, electricity and telephone. The water bill may need separate arrangements. Any **hired equipment** will have to be returned, and accounts settled. **Remember to arrange these steps about a month in advance.**

The Student Advice Centre  
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You can access our website at  
<http://www.unionsociety.co.uk/sac/>

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