



# Tenancy Relations Fact Sheet 7

## Joint Tenancies

Joint tenancy agreements, particularly amongst friends as opposed to partners or family, can be fraught with problems.

It is always advisable to be certain of the implications involved before signing such an agreement.

## The Legalities

It is important to remember that with a joint tenancy, there is always one tenancy, one rent and one deposit. The group of people named in the tenancy agreement effectively acts together to be “the tenant”.

The group takes a joint responsibility for ensuring that all obligations relating to the tenancy are met. This is referred to as Joint and Several Liability. As an example, if any part of the rent is unpaid, then “the tenant”, i.e. the group collectively is responsible. The same theory applies to damage or any other breach of the contract.

The law does not separate any one individual and this is normally the root of problems with these tenancies. This is because each individual treats their tenancy as separate from the others such as being only liable for their share of the rent or damages they have caused alone.

## Advice

Joint tenancies rarely cause problems when used for married or co-habiting couples. However when used for groups of friends or even strangers, who do not usually reside together as a family, this is when difficulties tend to occur.

The following tips may help:

- Taking a joint tenancy with people you do not know can cause problems at a later date.

- Make sure that as a group you all understand the implication that you are legally bound together.
- Ensure that everyone fully understands that they do not have separate rents and deposits.

### **Fixed Term Contracts**

In many cases, landlords and letting agents will offer contracts for a fixed term. This can add further complications, particularly when one person wants to leave.

When there is no fixed term, it is clear in law that the act of one person giving valid notice to quit, has the effect of ending the complete tenancy.

Where there is a fixed term, unless the contract says otherwise, there is no right to give notice to quit to end the tenancy earlier than the expiry of the fixed term.

If a situation arises where someone really needs to leave, they can only get out of the contract if all parties concerned, ie the rest of the group and the landlord, agree to end the contract early. Sometimes this may be on condition that a new person is found to make up the numbers and start a new contract.

**Note:** This cannot be done by adding a new name to an old contract.

**Disclaimer: This information is not intended as an authoritative interpretation of the law, only the Courts can do that. Neither does this information cover every case. For further guidance, it may be advisable to seek legal guidance from a solicitor.**