



**Who should read this?**

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| Tenants                             | Agents                              | Landlords                           |

**Insured / Custodial**

# Notice to end a statutory periodic tenancy

Adjudication Digest May 2019

The Adjudication Digest takes a recent decision by a TDS Adjudicator and sets out the reasoning behind the decision. The aim of these Digest reports is to help tenants, landlords and agents better understand how we make our adjudication decisions. The names of the landlords and tenants involved have been removed and this is only a brief summary of the dispute.

**Amount of deposit in dispute:** £3,120.00

**Dispute initiated by:** Landlord

|                    |                  |
|--------------------|------------------|
| <b>Award made:</b> | <b>£3120.00</b>  |
| <b>Tenant</b>      | <b>£1,525.00</b> |
| <b>Landlord</b>    | <b>£1,595.00</b> |
| <b>Agent</b>       | <b>£0</b>        |

The landlord claimed the entire deposit for unpaid rent, broken down as £1,595.00 for historic rent arrears dating back to 2016; and £1,525.00 for rent in lieu of notice at the end of the tenancy due to the tenant's failure to serve notice. The landlord said the tenant had agreed to stay in the property until 31 December.

The tenant argued that notice had been served to end the tenancy on 1 December and that all rent had been paid up to this date.

The adjudicator was presented with evidence for the landlord's claim which included email correspondence between the parties and a detailed rent statement. The evidence confirmed the historic rent arrears remained outstanding, despite a payment plan having been set up with the agreement of the parties. The adjudicator had been provided with enough evidence to show the historic arrears as outstanding and awarded £1,595.00 to the landlord.

The original fixed term tenancy had expired and with no evidence that a new fixed term tenancy had been entered into, it was clear that a statutory periodic tenancy had arisen. The tenant was therefore obliged to serve one month's notice in line with the rent due date (1st of each calendar month). The email correspondence showed the tenant contacted the landlord on 24 October notifying him of her intention to move from the area referring to another property that was available on 1 December. The landlord acknowledged the tenants' email however requested a tenancy end date of 31 December. There was no further evidence that this had been agreed to by the tenant.

The adjudicator was satisfied the tenant's email had sufficiently notified the landlord of her intention to end the tenancy and that the tenant's notice came into effect on 1 November 2018 and had therefore expired on 30 November 2018, releasing her from the contract on that date. No further award was made by the adjudicator for rent in lieu of notice.

### **So what are the key points here?**

Without evidence from the landlord to show the tenant had agreed to end the tenancy later than the statutory required one month notice period, in line with a rent due date, the landlord was not able to override statute and impose a two-month end date upon the tenant. when a statutory periodic tenancy had arisen. A tenant should ensure that correct notice is given to the landlord, and that intentions are clear.