

Joint tenants

In this factsheet we look at your rights and responsibilities if you are a joint tenant.

Am I a joint tenant?

If you and those you live with all signed one tenancy agreement with the landlord when you moved in, you will have a joint tenancy. Alternatively, if each person in your household signed a separate agreement with the landlord, you are likely to have separate tenancies.

Use of the property

If you have a joint tenancy, you and the other tenants have exactly the same rights. You are all equally entitled to use the whole property. Any agreement you have among yourselves, about which bedroom to occupy, for example, is a voluntary agreement and not legally binding. If you are a sole tenant of a room in a shared house, you would have a legally binding agreement with the landlord to occupy that particular room.

Rent

A sole tenant is only responsible for paying her/his own rent. As joint tenants you are all equally responsible for paying the rent and keeping to the terms of the tenancy. If one tenant leaves the property, your options include:

- making up the full rent yourself or among yourselves
- renting out the vacant room – if your tenancy agreement or your landlord allows it
- finding a new tenant and negotiating a new tenancy with the new person's name on the agreement
- negotiating a new agreement and lower rent with the landlord.

With the last two options the old tenancy will have to be ended first (see below).

Deposit

If a deposit was paid, this will generally be a single amount for the whole of the joint tenancy – regardless of the fact that you and the other joint tenants may have paid a share. If one joint tenant failed to pay their share of the rent, or if they damaged the property, the landlord is entitled to deduct an amount from the total deposit held. If the amount

can be lawfully deducted from the deposit then it will be for you and the other joint tenants to decide how to divide up the remaining deposit when it is returned.

Ending your tenancy

If you have a fixed-term tenancy, you cannot end the tenancy before the agreement expires, unless:

- you, the other tenants and your landlord **all** agree that the tenancy can end early (this is called a 'surrender')
- you have a 'break clause' in your tenancy agreement, which allows you to give notice to end the tenancy early. You will need the agreement of the other joint tenants if this is an option.

If you do not have a fixed-term tenancy, or it has expired, you can end the tenancy with or without the agreement of the other joint tenants by giving your landlord a valid notice to quit. Be aware that this could end the other tenants' right to stay in the property. To be valid, the notice must:

- be in writing
- be a minimum of 28 days, or a month if you have a monthly tenancy. It could be longer – check what your tenancy agreement says
- expire on the first or last day of a period of the tenancy (unless your tenancy agreement says otherwise). Tenancies that are not fixed term run from period to period, eg week to week. Sometimes it can be difficult to work out what is the first day of a period of the tenancy.

It is also possible to end the tenancy without valid notice if you, the other tenants, and your landlord **all** agree (this is called a 'surrender').

Further advice

There are a number of problems that arise with joint tenancies. You can get further advice from Shelter's free* housing advice helpline (**0808 800 4444**), a local Shelter advice service or Citizens Advice bureau, or by visiting shelter.org.uk/advice

* Calls are free from UK landlines and main mobile networks.



Specialist support on housing advice

A Shelter and Citizens Advice service. DCLG funded.



Registered charity number 279057.



Registered charity in England and Wales (263710) and in Scotland (SC002327).