Ending a Tenancy Before It Begins (Replacement Procedure)

This document explains the process to follow if you decide that you no longer wish to move into the property **before your tenancy start date**.

1. Notifying Us

You must notify us **in writing** of your intention not to proceed.

- We cannot accept notification by telephone due to the legal implications.
- Please email: **contact@ahahlets.co.uk**

2. Your Legal Position Before the Tenancy Starts

Once you have signed a tenancy agreement, it becomes a **legally binding contract**.

- You **cannot unilaterally cancel** the agreement before the tenancy starts.
- However, the landlord **may agree to an early surrender** of the agreement.
- Any agreement to release you must be confirmed **in writing**.

If no agreement is reached:

- You remain **contractually liable from the tenancy start date**, even if you do not move into the property.

3. Rent Liability

If you do not move in, you should be aware:

- Rent **may still be payable** from the tenancy start date
- This will continue until:
    - the tenancy is legally ended, or
    - a replacement tenant moves in

The landlord/agent will take **reasonable steps to re-let the property** in order to minimise any financial loss.

4. Finding a Replacement Tenant

You are **not legally required** to find a replacement tenant. However:

- Helping to find a suitable replacement can **reduce the amount of rent you may be liable for**
- Any replacement tenant must be approved by the landlord

We will support you by:

- Advertising your room on our website
- Providing photos and helping you prepare an advert
- Assisting with enquiries where possible

You may also wish to:

- Advertise on social media (e.g. Facebook groups)
- Use student accommodation websites
- Speak to your future housemates, who may assist in finding a suitable replacement

5. Once the Tenancy Has Started

From **1 May 2026**, most private tenancies are **Assured Periodic Tenancies**, meaning they run on a rolling basis.

If your tenancy has already started:

- You can end it by giving **at least 2 months' written notice**
- Notice must normally end on the **last day of a rental period** (usually the day before rent is due)

6. Joint Tenancies

If you are part of a **joint tenancy**:

- Any notice served by one tenant may **end the tenancy for all tenants**
- You should discuss your intentions with your housemates before taking action

In some cases, it may be possible for remaining tenants to continue:

- This is **not automatic**
- It will depend on the landlord's agreement

- Each situation is assessed individually

7. Working Together

We understand that plans can change and that this situation may be stressful. Our aim is to:

- Help you minimise your financial liability
- Work with you to find a practical solution

The more proactive and cooperative you are, the more likely it is that we can **resolve the situation quickly and fairly**.

Important Legal Information

- This document provides **general guidance only** and does not replace your tenancy agreement
- Your legal obligations are determined by:
    - your signed tenancy agreement
    - applicable housing legislation
- Under current law:
    - Landlords must take reasonable steps to **reduce financial loss (re-let the property)**
    - Any costs or charges must be **reasonable and reflect actual loss**

If you are unsure about your rights or obligations, you may wish to seek independent advice from:

- Your university housing office
- Citizens Advice
- Shelter England