

April 23, 2020 6:41

Good morning,

I'm writing because the 3rd of May is the expiry date of the tenancy agreement

and due to the current situation is my intention not to continue and leave the apartment.

As I will probably move during the week-end, could you please let me know how to proceed in the proper way? where I should leave the key?

Kind Regards

Daniela de Santis

23.04.2020 10:28 Mr Sales & Lettings ha scritto:

Good Morning,

Thanks for your email and I hope you are well.

Unfortunately you are required to give two months notice to terminate the contract at its end date. As your contract expires on 3rd May, from this date you can give 1 month's notice.

I have attached your contract for clarity. Please let me know how you would like to proceed.

Kind Regards,

Mohammed

April 27, 2020 12:21 AM

Good morning ,

I'm writing to clarify the end of the tenancy agreement. My intention is neither to renew or terminate the contract is just **the end** as I don't see any clause about periodic tenancy . could you please send me the sentence which states it.

I wrote to Shelter to have more clarification about the end of this tenancy agreement, I still don't see the reason why I'm supposed to continue after the end of the contract .

**The Housing Act 1988 is the act which set up and regulates assured and assured shorthold tenancies. Section 5 says that if the tenant remains in occupation after the end of the fixed term, then a new 'periodic' tenancy will be automatically created.**

***1. If the Tenants Have Moved out ...and this is my case***

**If the tenants move out at the end of the fixed term, the tenancy ends.** It will no longer exist. This is under a rule quaintly known by lawyers as 'effluxion of time'.

**So, if the tenants have moved out by that date, then that is the end of it. The tenants no longer have any liability under the tenancy and the landlord no longer has any right to charge rent.**

Besides this is the last e-mail sent to Rhiannon the 18<sup>th</sup> of February in which there is no mention of the periodic tenancy :

May I ask you how does it work if after this initial fixed period, I will be on a 'rolling periodic tenancy', This means I carry on as before but with no fixed term?

If you can give me a clear view of the options available as I need to decide what to do by the 4<sup>th</sup> of April as agreed in the contract.

In regards to the tenancy agreement, you can either renew for a further 6 or 12 months after your initial contract. You can still give two month notice at any time, **you will not be tied in for the fixed term.**

As the contract expires on the 3rd May, can you clarify what I need to do by law at the expiry date beyond leaving the apartment clean and tidy.

### **What Happens When a Contract's Minimum Term Ends**

# This will depend on whether the tenants have moved out or not. Let's look at both cases.

#### The following general information from Shelter:

##### **If you want to leave**

**Many tenancies end automatically if you leave by the last day of the fixed term.**

Some contracts continue as periodic tenancies after the fixed term unless you give notice to say you're leaving.

Check your contract before the fixed term ends to see if you have to give notice.

If there is a clause in your agreement, it will tell you how much notice to give.

It's a good idea to tell your landlord that you plan to leave even if it's not mentioned in your agreement.

This is the answer from Matthew Loyd (Shelter)

Hi Daniela,

Thank you for contacting Shelter Cymru.

When your current fixed term tenancy agreement comes to an end on the 3d of May 2020 you are under no obligation to sign a new one.

Tenancies automatically become periodic immediately after the fixed date in the contract expires and when the tenancy is not renewed meaning it will run on a month by month or week by week basis instead.

The landlord or tenant do not have to do anything for this to happen. You will then either have a **statutory periodic tenancy** or a **contractual periodic tenancy**, which can affect the landlord's ability to increase the rent.

A contractual periodic tenancy means that it is a tenancy running month to month or week to week, but it's also written into the fixed term tenancy agreement beforehand.

**This will mean that a clause will be present in the tenancy agreement saying that a periodic tenancy will follow on from the fixed term. Nothing mentioned in the contract**

Many tenancy agreements do not have any clause at all specifying how the tenancy will continue after the end of the fixed term. For these type of tenancies, Section 5 of the Housing Act 1988 steps in to create a tenancy agreement **known as a statutory periodic tenancy, again running month to month or week to week.**

The first thing to do is read your tenancy agreement to see if a clause detailing the periodic tenancy exists. If one does, then it will normally be a contractual periodic tenancy. Nothing mentioned in the contract

27.04.2020 16:09 Mr Sales & Lettings ha scritto:

Good Afternoon,

Thanks for your response.

I have attached your contract to this email. Please see notice section, the below is stated;

1. It is agreed that the Tenant will give NO LESS THAN TWO MONTHS NOTICE in writing to the Landlord/Agent of his intention to renew or terminate the tenancy. Such Notice being subject to a minimum term of six months. The landlord may increase the rent upon renewal of the tenancy.

We require two months notice to terminate the tenancy at the end of the contract. This is also at the top page of the contract you have signed.

Kind Regards,

Mohammed

Monday, April 27, 2020 4:39 PM

dear sir,

it is clear that is not my intention neither to terminate or renew. It should be clear at this point to you that as I have to stay with my family due to the coronavirus situation  
i would like to leave as soon as possible paying the minimum by law.

As i understood i should pay till the end of May even if i leave the apartment, is it correct? one more month and then i can leave you the key and you return my deposit.

could you confirm clearly , because i read attention the contract ,but i need a clear answer about :

1. how much to pay till the end
- 2.date i can leave the key
3. any opportunity to leave before by landlord consent

that's all i need thanks

kind regards

Daniela de Santis

27.04.2020 16:43 Mr Sales & Lettings ha scritto:

Hi Daniela,

As your contract is still in date you are required by law to provide two months notice if you wish to terminate the agreement. Two months from today would be 27th June 2020.

If you are happy to proceed I will inform the landlord and advertise your room accordingly.

Kind Regards,

Mohammed

April 27, 2020 5:34 PM

this is not what i asked for..  
probably is my fault

**if i wait the end of the contract and leave the apartment the 3rd of May what happen exactly .**

kind regards

Daniela De Santis

27.04.2020 17:57 Mr Sales & Lettings ha scritto

Hi Daniela,

You will be liable for rent until 27th June 2020 if notice is given today.

Kind Regards,  
Mohammed

Monday, April 27, 2020 6:49 PM

dear sir i'm not giving notice today as you told me in previous e mail 'it's one month notice after the 3rd of May .  
it means taht by the 4th of June i will leave.

as i asked before if

- 1 I leave the apartment the 3rd of May as the contract end the 3rd of May ,
- 2.I give give the 4th of May one month notice
- 3.I pay till the 4th of June

is this sequence correct?

i'm not talking to give notice today so please wold you be so kind to reply to my question above.

Kind regards  
Daniela De santis

28.04.2020 10:01 Mr Sales & Lettings ha scritto:

Hi,

Apologies I was mistaken. I have checked and as your contract states we require two months notice from you.

As previously stated you are required to give two months notice to terminate the contract at the end date.

I will take your notice from yesterday and your last day will be the 27th June 2020.

Kind Regards,

Mohammed

28 April 2020 10:39

Dear sir would you please send me the a clear answearegarding my options to get out of this situation as soon as possible ,  
answering each questions

1. after the 3rd of May (end of tenancy agreement) what happen if i leave the apartment from that date?
2. **which notice** after the 3rd of May and **how much i have to pay** (if something is due ) and till **which date i have to pay after the 3rd of May**.
3. is it possible to ask the landlord come to an agreement?

your answeare are never precise and focused on my questions so if you cannot answeare to above questions could you please send me the Ombudsman form so that i can proceed explaining my right properly to someone .

kind regards  
Daniela De Santis

28.04.2020 12:13 Mr Sales & Lettings ha scritto:

Hello,

As you are still within the fixed term tenancy dates, if you wish to leave you need to give two months notice.

Although, if you give notice after your fixed term ends then you are on a rolling contract and only need to give one month notice.

Therefore the best option for you would be to wait until your tenancy end date, then give one month notice resulting in your last day being 4<sup>th</sup> June 2020. This would be the earliest you can leave.

You will be liable for the rent until this date, so will need to pay the full rental amount for May and then your final rent payment will be £98.63 for 4 days rent.

Please see attached a checkout note and follow the instructions provided when vacating the property. Due to the current circumstances you cannot be present with us at the checkout. Therefore please put your keys in an envelope with your name on and post to our office or through our office letterbox.

We will then do the checkout and contact you about the return of your deposit.

28 April 2020 12:38

Kind regards

Mohammed Raja

dear sir ,

i'm still waiting for **Obudsman form** to fill as you still didn't answer to my clear question about leaving the apartment by the 3rd of May

is still not clear what happen **if i leave** the apartment at the end of the tenancy agreement , the following is it correct or not :

**" if the tenants have moved out by that date, then that is the end of it. The tenants no longer have any liability under the tenancy and the landlord no longer has any right to charge rent".**

kind Regards  
Daniela de Santis

28.04.2020 15:55 Mr Sales & Lettings ha scritto:

Hello,

We do not provide ombudsman forms, this does not exist. If you want to involve them you have to go to them directly.

I have answered your questions in the clearest way possible, if you are having difficulty understanding then it may be best you seek advice from someone else who can explain it clearer to you.

If you leave on 3<sup>rd</sup> May 2020, you will still be liable for the rent until 4<sup>th</sup> June 2020. It clearly states in your contract that notice has to be given to vacate the property. Any terms you find online will not necessarily be applicable, you are bound by the terms of the tenancy that you agreed to upon signing.

You are welcome to leave the property on 3<sup>rd</sup> May but as mentioned you will be liable for the rent until 4<sup>th</sup> June 2020. Should you not pay the rent then this will be deducted from your deposit.

You can seek further advice or raise a complaint with the ombudsman but the result will be the same.

Kind regards

Mohammed Raja