

Assured periodic tenancies: a guide for tenants

1. Overview

An assured periodic tenancy (APT) is a type of tenancy held between a landlord and a tenant.

This guidance only applies to assured periodic tenancies. There's different guidance if you have another type of tenancy (/private-renting), such as a regulated tenancy.

A tenancy will be an APT if all of the following apply:

- the property is your main accommodation
- your landlord does not live in the property
- you have your own room - you might share a bathroom or kitchen with other tenants

A tenancy cannot be an APT if:

- your landlord lives in the same accommodation
- your landlord is a local council
- the property is purpose-built student accommodation, the tenants are university students and the landlord has signed up to the National Code of practice (<https://www.nationalcode.org/>)
- your tenancy has a fixed term of over 21 years
- the rent is more than £100,000 a year
- the rent is less than £250 a year (less than £1,000 in London)
- it's a business tenancy or tenancy of licensed premises
- the property is a holiday let

If you're a university student renting from a private landlord, you're likely to have an APT.

There are different rules if you're a student who lives in halls or private halls (/private-renting/student-tenancies).

If you do not know which type of tenancy you have, you can check by using Shelter's tenancy checker (https://england.shelter.org.uk/housing_advice/downloads_and_tools/tenancy_checker)

Tenancy agreements

You and your landlord should have a tenancy agreement. This is a contract which sets out the legal terms and conditions of the tenancy. It lets you live in a property as long as you pay rent and follow the rules in the agreement.

The tenancy agreement can be written down or oral (a spoken agreement). If you have an oral agreement with your landlord, they must also give you the key terms in writing.

If more than one tenant signs the same agreement, it is a 'joint tenancy'. You and all other joint tenants will be responsible for the rent.

How long the tenancy lasts

An assured periodic tenancy cannot have an end date. A tenancy with an end date is usually known as a 'fixed-term tenancy'. If your landlord tries to create an assured periodic tenancy with an end date, the end date will not apply. You can complain to the council and your landlord could be fined.

Assured periodic tenancies must run on a rolling basis, for example, weekly or monthly. They cannot be for longer than a month at a time. This means that the tenancy continues until one of the following happens:

- you and your landlord decide together to end the tenancy
- you decide to end the tenancy
- your landlord regains possession of the property

If the tenancy started before 1 May 2026

On 1 May 2026, all assured tenancies, including assured shorthold tenancies, automatically became rolling tenancies. Any end date in your tenancy agreement will no longer apply.

You did not need to do anything for this change to take effect.

2. Rental bidding

A landlord or letting agent cannot ask or encourage you to pay higher than the advertised rent. They also cannot accept a bid above the advertised rent.

If someone offers to pay more than the advertised rent for a property, this is known as 'rental bidding'.

When a property is advertised

When a property is advertised in writing, the advert must say how much the rent is. It must be a specific amount. A price range is not allowed.

A written advert can be:

- an online property advert
- a printed advert
- a social media post
- any digital communication, for example, emails, text messages or direct messages

A 'to let' sign outside a property is not a written advert.

After a property is advertised

After a landlord or letting agent has advertised the rent for a property, they cannot:

- ask or encourage you to offer more
- publish a price range for the property and ask you to bid within that range, or higher
- tell you there are other bids to encourage you to increase your offer
- act in any way that leads you to believe you need to offer more than the advertised rent

Report a landlord or letting agent

You can report a landlord or letting agent to your [local council \(/find-local-council\)](#) if they take part in or encourage rental bidding.

Your local council may ask you for:

- evidence of the original advertised rent
- evidence of rental bidding
- a statement
- the tenancy agreement

You can also report a landlord or letting agent if they did not include the rent when they advertised the property.

If you've already bid on a property

You can still report a landlord or letting agent to your local council if:

- you made a bid above the advertised rent after the landlord asked or encouraged you to
- you made a bid above the advertised rent and the landlord accepted it

If your local council agrees that rental bidding has happened, they can fine a landlord or letting agent up to £7,000.

3. Rent in advance and deposits

A landlord or letting agent must not accept, ask for or encourage you to pay rent before you both sign the tenancy agreement. This is called asking for 'rent in advance'.

You can make a complaint if a landlord or letting agent asks to pay rent in advance.

Paying a deposit

Before a tenancy agreement is signed, the landlord or letting agent can ask you for the following deposits:

- a holding deposit (this can be up to one week's rent), to reserve the property while they carry out checks
- a tenancy or security deposit before the tenancy agreement is signed

The maximum tenancy or security deposit they can ask for is:

- up to 5 weeks' rent if the rent for the year is less than £50,000
- up to 6 weeks' rent if the rent for the year is £50,000 or more

The landlord or letting agent must keep your deposit safe using a government-approved [tenancy deposit protection scheme \(/tenancy-deposit-protection\)](#).

Before the tenancy starts (the 'pre-tenancy period')

The period of time after the tenancy agreement has been signed and before the tenancy starts is known as the 'pre-tenancy period'. During this period, your landlord or letting agent can ask you to pay some rent before you move in.

If you'll be paying rent monthly, the maximum amount the landlord can usually ask for is one month's rent.

If you'll be paying rent weekly, the maximum amount the landlord can usually ask for is 28 days' rent.

When you can be asked to pay more rent

The landlord or letting agent can ask you for more than one month or 28 days' rent in advance if:

- the tenancy was agreed by the local council because you were [legally homeless \(/if-youre-homeless-at-risk-of-homelessness\)](#)
- the property will be let as either social or supported housing

How to complain if you've been asked for rent in advance

[Contact the local council \(/find-local-council\)](#) where the property is located if you are asked to pay more than you need to.

They will ask you for information about your situation and details of the landlord so that they can investigate.

You should keep any evidence you have in case you're asked for more details.

Evidence can include:

- payment of rent in advance
- the landlord or letting agent encouraging or accepting rent in advance, such as text messages, voicemails, or emails

Evidence should be time stamped or dated if possible.

You can still make a complaint if you:

- did not agree to pay rent in advance
- offered to pay rent in advance which the landlord or letting agent then accepted
- have already moved in

If the local council finds that the landlord or someone acting on their behalf has illegally asked you to pay rent in advance, they can ask the landlord to repay you the money.

If you do not want to speak to the local council

Make a complaint to the letting agent or property manager. If you cannot resolve it with them, complain to their redress scheme.

All letting agents must belong to a redress scheme. Redress schemes can help support you with a complaint. Check which redress scheme the letting agent belongs to by checking the redress scheme websites:

- [The Property Ombudsman \(https://www.tpos.co.uk\)](https://www.tpos.co.uk)
- [Property Redress scheme \(https://www.theprs.co.uk\)](https://www.theprs.co.uk)

You can also ask the letting agent which scheme they belong to.

4. Rent and other payments

You should pay rent on the day that is stated in the tenancy agreement. This could be weekly or monthly. For example, Monday each week or the last

working day of the month.

The tenancy agreement usually cannot include any terms asking you to pay rent before it is due.

You may be asked to pay your rent earlier than you usually would if:

- the tenancy was agreed by the local council because you were legally homeless (/if-youre-homeless-at-risk-of-homelessness)
- you live in either social or supported housing

Once the tenancy has started, you can choose to pay any amount of rent early. The landlord or letting agent cannot make you do this.

Other payments you may be asked to make

You may be asked to pay for additional things during your tenancy, for example:

- if you pay your rent late
- any utilities, internet, phone costs, TV licence and council tax you have agreed to pay
- if you lose your key or a fob to enter the building
- to change the tenancy agreement
- to end the tenancy without you giving the required length of notice

If you need more information on what payments you can be asked for, refer to the Tenant Fees Act guidance for tenants (/government/publications/tenant-fees-act-2019-guidance).

5. Rent increases

Your landlord must follow the correct rules to increase your rent.

When your landlord can increase your rent

If you have an assured periodic tenancy, your landlord can only increase your rent once a year. They cannot increase your rent in the first year of your tenancy.

The landlord must give you at least 2 months' notice if they want to increase your rent. They'll need to do this by giving you a completed [form 4A: Landlord's notice proposing a new rent \(/guidance/assured-tenancy-forms-for-privately-rented-properties-from-1-may-2026#form-4a\)](#). This is known as the 'section 13 process'.

Your landlord can give you notice in the following ways:

- in person
- by post
- by email (if that's allowed in your tenancy agreement)

If you do not agree with the increase

The [First-tier Tribunal \(/housing-tribunals/apply-to-the-tribunal\)](#) may be able to help you if you think the rent increase is higher than the 'open market rent'. The open market rent is the rent that your landlord would expect to receive if they were to relet the property on the open market.

If your landlord gave you notice of a rent increase before 1 May 2026

If they used [form 4 \(/guidance/assured-tenancy-forms#form-4\)](#), the notice period and rent increase stated in the form will still apply, even if the new rent starts after 1 May 2026.

If you think the rent is too high, you can still challenge it by going to [the First-tier Tribunal \(/housing-tribunals/apply-to-the-tribunal\)](#).

Your landlord cannot increase the rent until at least a year after the last increase took effect. This applies if they either:

- increased the rent by giving you notice using form 4
- used a rent review clause in the tenancy agreement to increase the rent

Example

Your landlord gave you notice that your rent will be increased from 1 February 2026.

The next rent increase cannot come into effect until 1 February 2027.

If your landlord gave you notice using a rent review clause

If the increase was agreed before 1 May 2026 but takes effect after 1 May 2026, the increase will not apply.

6. If you want a pet to live with you

If you want to keep a pet, you'll need to ask your landlord in writing.

You'll need to include a description of your pet in your request. This could include:

- what type of animal it is
- how big it is
- how much room it will need (for example, if it will be in an enclosure)

Your landlord cannot refuse without a fair reason.

If you keep or get a pet without permission, you may be breaking the terms of your tenancy agreement.

Once you have asked to keep a pet

Once you have asked to keep a pet, your landlord has 28 days to respond in writing.

You should give your landlord additional information about your pet, if they ask for it. If you do not respond, your landlord does not have to consider your request.

Once you've given them the additional information, they have either the remainder of the original 28 days or an extra 7 days to respond with their final decision, whichever is later.

If your landlord refuses your request for a pet, they should explain why.

Example

Your ask your landlord in writing if you can have a dog. Your landlord has 28 days to respond to you.

They respond within 28 days and ask you about the size of the dog and whether it is house trained. You reply and tell them it's a small dog that is trained.

Your landlord then has either the remainder of the original 28 days or an extra 7 days to respond with their final decision, whichever is later.

When a landlord can refuse a request for a pet

It may be reasonable for your landlord to refuse a request in some circumstances, such as:

- a person you live with has an allergy
- the property is too small for a large pet or several pets
- a freeholder owns the property and they do not allow pets
- the pet is illegal to own

It would usually be unreasonable for your landlord to refuse if they:

- do not like pets
- have had issues with tenants who had pets in the past
- have general concerns about potential damage in the future
- have had previous tenants with pets who damaged the property
- think a pet might affect future rentals
- know the tenant needs an assistance animal, such as a guide dog

You can make a complaint about your landlord if you think the refusal is unreasonable.

If your landlord agrees you can have a pet

Once your landlord agrees to you having a pet, they cannot change their mind or change your tenancy agreement. If they do, you can still keep your pet in the property.

If you want another pet, you will have to ask for permission again.

Damage from pets

If your pet causes damage, talk to your landlord about how it will be repaired.

Your landlord can keep money from your deposit to cover repair costs caused by pet damage.

They may also be able to claim through your pet insurance (if you have any).

They cannot claim for the same damage twice. For example, they cannot claim insurance and then also deduct the damage from your deposit.

How to complain if you think a request is being unreasonably refused

Complain to your landlord or letting agent if either:

- they do not respond to your request to have a pet within 28 days
- you think the reason for refusing a pet is unreasonable

7. How to end your tenancy

Your tenancy agreement should say how much notice you must give your landlord before you leave the property.

The maximum notice a landlord can ask you for is 2 months.

If your tenancy agreement does not say how much notice you must give, you need to give at least 2 months' notice.

You and your landlord can agree to end the tenancy early or shorten the notice period. This will need to be in writing.

You must give your notice:

- so the tenancy ends on a day when the rent is due or the day before the rent is due
- in writing, for example, by letter, email or text

Your landlord cannot tell you which method to use when giving notice. You should keep a copy of what you have sent.

You will need to continue to pay rent during the notice period before the tenancy ends.

You can move out early without paying rent for the remainder of the tenancy if your landlord agrees to this.

If you've given notice but change your mind, you can stay only if your landlord agrees in writing.

If your landlord does not agree, the tenancy will end as planned.

If more than one tenant is on the same assured tenancy agreement

This is a 'joint tenancy'.

If a joint tenant wants to leave, one tenant will usually be able to end the joint tenancy without the agreement of the other tenants.

If a joint tenant asks to give a shorter notice period, all the other joint tenants will need to agree to the shorter notice period.

If a joint tenant wants to stay after giving notice, all other joint tenants must agree. If they do not agree, then the tenancy will need to end.

If some of the existing tenants want to stay, your landlord can create and sign a new tenancy agreement.

New tenants can also be added to an existing tenancy agreement.

8. If your landlord wants to end your tenancy

If your landlord decides they need you to leave, they must have a valid reason and give you notice in a particular way.

This guidance only applies to assured periodic tenancies. There's different guidance [if you have another type of tenancy \(/private-renting\)](/private-renting), such as a

regulated tenancy.

How landlords can end assured periodic tenancies

Your landlord can only end your tenancy if they have a valid reason. These reasons are known as 'grounds for possession'. For example:

- your landlord wants to live in the property
- your landlord wants to sell the property
- you owe your landlord rent
- you have broken any other terms of your tenancy
- you have damaged the property
- you have committed antisocial behaviour

Your landlord must give you a 'section 8 notice of seeking possession'. The notice needs to include the grounds the landlord is using to end the tenancy.

Your landlord needs to give you the right notice period.

Landlords must give at least the minimum notice for the grounds they're using. This is usually at least 2 months, but can be up to 4 months.

They can give more than this if they'd like to.

If your landlord took a deposit from you, they will need to have kept your deposit safe using a government-approved [tenancy deposit protection scheme \(/tenancy-deposit-protection\)](#).

You may be able to [get your deposit back if your landlord did not protect it \(/tenancy-deposit-protection/if-your-landlord-doesnt-protect-your-deposit\)](#).

If you're a university student

Assured periodic tenancies cannot have an end date, even if you're a student.

There are different rules [if you live in halls or private halls \(/private-renting/student-tenancies\)](#).

Your landlord will be able to end your tenancy using ground 4A ([/government/publications/grounds-for-possession-guidance-for-landlords-and-letting-agents/grounds-for-possession-guidance-for-landlords-and-letting-agents#ground-4a-properties-rented-to-students-for-occupation-by-new-students](https://www.gov.uk/government/publications/grounds-for-possession-guidance-for-landlords-and-letting-agents/grounds-for-possession-guidance-for-landlords-and-letting-agents#ground-4a-properties-rented-to-students-for-occupation-by-new-students)) at the end of the academic year if all of the following apply:

- all the tenants were full time students when they signed the tenancy, or expected to become students during the tenancy
- your landlord intends to let to students when they next let the property
- the tenancy was signed less than 6 months before the date you could move in
- the property is a house in multiple occupation (HMO) ([/private-renting/houses-in-multiple-occupation](https://www.gov.uk/private-renting/houses-in-multiple-occupation)) or is part of a HMO
- you received written notice that you may be evicted under ground 4A before you signed the tenancy
- you were given 4 months' notice of intention to evict - the notice period must end between 1 June and 30 September

If the tenancy began before 1 May 2026

Your landlord must have told you in writing by 31 May 2026 that they may evict you using ground 4A.

They will then be able to give you a notice of seeking possession that gives you 2 months notice instead of 4 months. They must do this between 1 May and 30 July 2026.

They can use ground 4A even if the tenancy was signed more than 6 months before the date you could move in.

If you do not leave the property

Your landlord cannot remove you by force. Your landlord may be guilty of harassing or illegally evicting you ([/private-renting-evictions/harassment-and-illegal-evictions](https://www.gov.uk/private-renting-evictions/harassment-and-illegal-evictions)) if they do not follow the correct procedures. Illegal eviction is a criminal offence that can lead to a prison sentence.

If the notice period expires and you do not leave the property, your landlord will be able to apply to court for a possession order to try and evict you.

If your landlord goes to court to evict you, there may be a hearing (/private-renting-evictions/eviction-court-hearings). You'll be able to say why you disagree with the reason your landlord is trying to end the tenancy.



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