

## **To change the Assured Shorthold Tenancy into an Assured non-Shorthold Tenancy.**

Firstly let us very briefly consider when this may be desirable. Basically the only time you are likely to let on a non-Shorthold tenancy is when you wish to let for a fixed term of less than 6 months. In this case, though you can now set up a fixed term for less than 6 months, the courts will not award you possession in less than 6 months. Therefore the only safe way to let is to use an agreement other than the shorthold.

Some agents now use the assured tenancy to avoid deposit protection. Whilst this can be done it should only be done by those who know what they are doing and you should also check to see if any mortgage lender will give permission for such an agreement.

All the references to paragraph numbers are from the standard The DPS Agent Managed version of the agreement.

The following changes should change the tenancy to a non-Shorthold Assured Tenancy. Further different changes may be made depending on the specific circumstances (for example, the inclusion of Ground one notices etc). The key thing with letting on an assured non shorthold is planning how you will be able to get the property back at the end. Only use this type of agreement if you really understand it. It can have very serious consequences for the unwary.

To change the provided Assured Shorthold agreement into an Assured non-Shorthold agreement follow these steps.

Clause	Action	Notes
Heading	Change the title to "Assured Tenancy Agreement"	
Sub heading	Change the wording following the title to say "For letting a dwelling house on an Assured Tenancy under Part 1 of the Housing Act 1988 as amended by the Housing Act 1996"	
1.1.1	Since these do not have to follow the tenancy deposit rules the landlord information could be simplified to name and address but does not have to be.	
1.1.2	Post tenancy contact details are not required, but could be left in for simplicity.	
1.1.4	Edit to say "For this tenancy there is no Relevant Person." and delete the rest.	
1.4	Change 1.4 to read "... create an Assured Tenancy, which is not an assured shorthold tenancy, as defined in Part 1...". Delete the last sentence of that para ("These tenancies do not guarantee the Tenant any right to remain in possession after the fixed term (subject to a	

	minimum occupancy of six months).”)	
1.8.2	After ‘paid to’ add in ‘and held by’ (or whatever is true!)	
1.8.5	Delete “Subject to the Tenancy Deposit Protection scheme rules,” and then capitalise the T in The.	Example ‘The Deposit will be refunded within ten days, less any deductions, once the following have been completed:’
1.8.7	Delete	
1.8.8	Renumber to 1.8.7	
1.8.9	Renumber to 1.8.8	Obviously you are not likely to choose lead tenant or relevant person as they apply to TDP rules. We suggest you replace the text with: The Deposit will be refunded, less any deductions, ~ (“equally to the parties forming the Tenant” or “ to any one of the parties forming the Tenant and this will be considered a full and final refund. It will then be up to the parties forming the Tenant to decide how it will be divided amongst themselves.”)
2.5.2	Edit to change the reference to the section 21 notice to the section 8 notice.	Obviously this can only be used under section 8 if you have one of the grounds available.
3.1.4	Delete	
6	Change 6.1 to say, “There is no prescribed information.” and delete the rest.	Deposits for contractual tenancies are outside the TDP laws. Alternatively it could be deleted but then you have to renumber the rest
Just above the two signatures	<p>Landlord para, replace with:</p> <p>The Landlord or the Landlord’s Agent sign this agreement to confirm acceptance of the terms within it and, the Landlord confirms that the information provided is accurate to the best of his knowledge and belief; and that the Tenant has had the opportunity to sign this document containing the information provided by the Landlord by way of confirmation that the information is accurate to the best of the Tenant’s knowledge and belief.</p> <p>Tenant para, replace with:</p> <p>The Tenant signs this agreement to confirm acceptance of the</p>	

	terms within it and, the Tenant confirms that the information provided is accurate to the best of his knowledge and belief;	
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