

Tenancies: Rolling Periodic Tenancies

Tenant FAQ

Q: What is a periodic tenancy and how does it affect me?

A: All tenancies have moved to monthly rolling ("periodic") tenancies. You're no longer tied to a fixed term or a break clause - your tenancy simply continues month to month, matching whatever period your rent is paid for, until either you or your landlord ends it in line with the rules. This isn't something you need to arrange: if your tenancy was already running on the 1st of May 2026, it converted to a periodic tenancy automatically.

Q: How much notice do I need to give if I want to leave?

A: You need to give your landlord at least two months' written notice, and you can do this from day one of your tenancy - there's no minimum length of time you need to have lived there first. Your notice must be timed so it ends on your rent day, or the day before it, rather than on any date you choose. There's no official form you have to use, but your notice should be in writing, dated, name the property, and state the date you intend to leave.

Q: Can I leave sooner if my landlord agrees?

A: Yes, if your landlord is happy to agree an earlier end date - or if your tenancy agreement itself allows for a shorter notice period, such as one month - that's between you both. Your legal minimum, though, is two months' written notice ending on a rent day. It's worth getting any agreed change confirmed in writing so there's no confusion later about your move-out date or final rent liability.

Q: Does this mean my landlord can ask me to leave whenever they like?

A: No. Your landlord can only end the tenancy by obtaining a court order for possession, using one of the Section 8 grounds and following the correct notice period for that ground. There's no landlord equivalent of your two-month notice - they can't simply give you notice to leave without a valid legal reason.

Q: What happened to my old fixed-term agreement?

A: Existing tenancies automatically converted to periodic tenancies on the 1st of May 2026 - you didn't need to sign anything new for this to happen. Any fixed-term wording in your old agreement (such as "for a term of 12 months") now has no legal effect, and any old rent-review or break clauses no longer apply either. Landlords are not permitted to grant a new fixed-term tenancy going forward - doing so is a breach of the Act, and councils can fine a landlord up to £7,000 for attempting it.

Q: What if I'm not sure how to give notice correctly?

A: Your local Winkworth office can help you put your notice in writing and make sure it's timed correctly against your rent day.