

Tenancies: Monthly Assured Periodic Tenancies

Landlord FAQ

Q: What is an assured periodic tenancy?

A: It's a tenancy with no fixed end date that simply rolls on, usually month to month, until it's ended by a valid notice on either side. Since the 1st of May 2026, this is now the only type of assured tenancy available - fixed-term tenancies have been abolished.

Q: Can I still offer a new tenant a fixed term, such as a 12-month agreement?

A: No. Any clause in a new tenancy agreement that tries to impose a fixed term has no legal effect. All new tenancies must be periodic, with the tenancy period matching how often rent is paid - for most lettings, that means monthly.

Q: What happened to my existing fixed-term tenancies on the 1st of May 2026?

A: They converted automatically into assured periodic tenancies on that date. This happened by operation of law, so you don't need to issue a new agreement, and any remaining fixed term in the old contract simply stopped applying.

Q: Do I need to redo any paperwork for tenancies that converted automatically?

A: No. The Act treats the periodic tenancy as a continuation of the same tenancy, so there's no need to re-serve the gas safety certificate, EICR, EPC, or How to Rent guide, and no need to re-register the deposit.

Q: How much notice does a tenant need to give if they want to leave?

A: A tenant can give two months' written notice at any time to expire on a day when the rent is due or the day before the rent is due; with no minimum period they need to wait before doing so. They aren't tied in for a fixed term any longer.

Q: If the tenancy agreement requires one month's notice to quit, is that still valid?

A: In most cases, yes - if your original agreement set a notice period, that period usually still applies, even now the rules have changed. The only exception is if your agreement never said what would happen once any fixed term ended - in that case, the old notice period falls away, and the standard two-month notice applies instead. If you're not sure which applies to a tenancy, your local Winkworth office can check the wording for you.

Q: How do I, as the landlord, end a periodic tenancy?

A: You can only recover possession using one of the Section 8 grounds - there's no equivalent of a Section 21 notice for periodic tenancies. See our separate FAQs on the individual grounds, such as selling the property or rent arrears.

Q: Are any tenancies exempt from becoming periodic in this way?

A: Yes - this doesn't apply to tenancies with an annual rent above £100,000, company lets, lodger arrangements, tenancies regulated under the Rent Act 1977, or purpose-built student accommodation covered by an approved code of practice. Speak to your local Winkworth office if you're unsure whether a tenancy falls outside the standard rules.