

JOINT TENANTS- WHAT DOES IT MEAN

Joint tenants have equal rights and responsibilities. They all occupy the property as a whole rather than each having a right to a particular part of it. The most important points are:-

- Each tenant has an equal right to remain in the property and not to be excluded without a court order.
- Each tenant is legally liable for the whole of the rent and the landlord could choose to pursue any of them for the *whole* amount. If one person does not pay her/his share, or leaves, the others are liable to the landlord for paying all of it. If one joint tenant fails to pay the rent, and others have to pay, they can take legal action to get the money back from their co-tenant. This would be an action based on breach of trust. Specialist advice will be needed.
- If the terms of the tenancy are broken by any tenant, action can be taken by the landlord against all of them.
- Each tenant has equal rights as an occupier to apply for housing benefit for her/his share of the rent.
- If action needs to be taken against the landlord for breach of contract, for example, to claim damages for disrepair or harassment, all joint tenants must sue together.
- The tenancy cannot be assigned to a third person without the consent of all joint tenants. Replacement tenants can only join the tenancy with agreement of all parties (that is the landlord and remaining tenants).
- If one joint tenant breaches terms of the tenancy agreement, for example causes a nuisance to neighbours, and if court action were to be taken by the landlord to get possession for that reason, the action would have to be taken against all joint tenants and, if successful, the joint tenancy would be ended for all joint tenants. This is because all tenants are equally liable for breaches of the tenancy by either one of them.
- If one joint tenant simply leaves and takes no steps to end the tenancy, the joint tenancy and joint liability will continue for all joint tenants.