

Ending a tenancy

 fairtrading.nsw.gov.au/housing-and-property/renting/ending-a-tenancy

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To end your tenancy you will need to give written notice to the landlord, agent or tenant. The notice period required is different depending on the situation.

The termination notice can be given at any time and does not have to line up with the rent payment cycle. You must pay the rent up to and including the day the notice period ends and you vacate.

Tenant ending a tenancy

At the end of the fixed term

If you want to end your tenancy when the fixed term period is ending, you need to give at least **14 days'** notice. This notice can be given up to and including the last day of the fixed term.

After the fixed term

If you want to end your tenancy after the fixed term has ended, and you have not signed another agreement, you need to give at least **21 days'** notice.

When a property is put up for sale

If your landlord notifies you of their intention to sell the property during the fixed term of your tenancy, you can end your agreement by giving at least 14 days' notice. No penalty applies.

This does not apply if *before* you entered into the tenancy agreement, your landlord let you know a contract for sale was being prepared.

Getting notice from the landlord

If your landlord serves you with a termination notice, you can move out any time before the notice ends. If you were given notice because of the end of the fixed term, you are responsible for paying the rent until the last day of the lease. Otherwise no further rent is payable from the day you leave.

Domestic violence

If you or your dependent child are in circumstances of domestic violence, you can **end your tenancy immediately** to escape violence without being penalised. You will need to give a domestic violence termination notice to your landlord and each co-tenant. The domestic violence termination notice given to your landlord **must** include **one** of the acceptable forms of evidence.

There is no minimum notice period required if notice is given in circumstances of domestic violence. However, the notice must include a termination date, which can be on the same day you give the notice or a day after the notice is given.

Download the Domestic violence declaration form – for tenants (PDF, 57.22 KB)

Download the Domestic violence declaration form – for a tenant’s dependent child (PDF, 57.22 KB)

Download a sample domestic violence termination notice – to be given to the landlord (DOCX, 25.45 KB)

Download a sample domestic violence termination notice – to be given to each co-tenant (DOCX, 25.78 KB)

More information is available on the Breaking a lease early webpage and the Domestic violence in a rented property webpage.

Providing a termination notice - tenants and landlords

A termination notice must:

- be in writing
- be signed and dated by the party providing the notice agent
- be properly addressed
- give the day on which the residential tenancy agreement is terminated and by which the tenant will need to vacate
- where appropriate, give the grounds/reason for the notice.

You can write your own notice or use the sample termination notice provided by Fair Trading.

For more information on how to given notice, see the serving notice page.

Landlord ending a tenancy

If you want the tenant to vacate you must give them a termination notice. The notice must:

- be in writing
- be signed and dated by you or your agent
- be properly addressed to the tenant
- give the day on which the residential tenancy agreement is terminated and by which the tenant is required to vacate

- where appropriate, give the grounds/reason for the notice.

You can write your own notice or use the model termination notice provided by Fair Trading.

The minimum period of notice you can give the tenant to vacate is:

- 14 days – if the tenant is 14 days or more behind with the rent or has committed some other breach of the tenancy agreement
- 30 days – if the fixed term of the agreement is due to end
- 30 days – if the premises have been sold after the fixed term has ended and vacant possession is required by the buyer under the terms of the sale contract
- 90 days – if the fixed term period has expired and no new agreement has been signed.

These notice periods are designed to give tenants reasonable time to find another rental property. If they can find a property sooner they can move out at any time without having to give you any formal notice. Except where notice has been given for the end of the fixed term, the tenant's responsibility to pay rent ends from the date they hand back possession, not the end of the notice.

There is no minimum notice period required if notice is given on the grounds of:

- the premises being destroyed or wholly or partly uninhabitable
- ceasing to be legally usable as a residence
- being acquired by compulsory process (eg. by the RTA)
- on the death of the sole tenant.

After you issue a notice you can issue another notice on a different ground if necessary. For example, if you issue 90 days notice to terminate a periodic tenancy without a reason, and the tenant then doesn't pay rent for 14 days, you can issue a non-payment of rent notice.

Need some help?

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