

# You want to leave

As a tenant you have rights under the *Residential Tenancies Act 2010* and *Residential Tenancies Regulation 2010*. This factsheet explains the law in NSW about moving out of rented premises.

## Usual steps to end your tenancy

1. Give the landlord/agent a written *termination notice* with the appropriate notice period.
2. Remove all of your belongings. Clean the premises and leave them as they were at the start of the tenancy, fair wear and tear excepted.  
  
Consider taking photos as evidence of the condition of the premises.
3. Invite the landlord/agent to inspect the premises and complete the final condition report. (They do not have to do this before you hand back the keys.)
4. Attend the inspection by the landlord/agent, if possible, and get a copy of the condition report.  
  
You can complete a final condition report without the landlord/agent's signature.
5. Lock up the premises. Hand back the keys to the landlord/agent and get a receipt for them. Here the tenancy ends – you have given *vacant possession* and you may not re-enter the premises.
6. Claim the bond.

You can claim the bond without the landlord's/agent's signature. Send a completed bond claim form to NSW Fair Trading as soon as possible. (See Factsheet 03: *Bond*.)

If you receive a notice of hearing from the Consumer, Trader and Tenancy Tribunal (CTTT), you should attend the hearing and participate.

## The termination notice

The termination notice must be in writing, signed by you and set out:

- the premises concerned
- the day by which you will give vacant possession of the premises
- the ground (if any) for the notice.

You must properly 'serve' the notice on the landlord/agent in person, by post, by fax, or hand-delivered in an addressed envelope to a mailbox at their residential or business address.

Keep a copy of the notice for yourself and record how and when you sent or delivered it.

## How much notice you must give

This depends on the type of tenancy agreement and the ground for termination (if any) – see table.

A *fixed-term* agreement is for a specified period (e.g. 6 months). A *periodic* agreement is one where the fixed-term has expired or no fixed term is specified.

If you serve a termination notice by post, you must allow an extra 4 working days for delivery.

## Minimum notice periods

Ground	Fixed-term agreement	Periodic agreement
No ground	14 days	21 days
No ground – by co-tenant	not applicable	21 days
Breach of agreement	14 days	14 days
Rent increase – 'long-term' fixed-term agreement	21 days	not applicable
A prescribed 'extraordinary' ground – early termination	14 days	not applicable

## Immediate notice if premises are unusable

You can give immediate notice if the premises are destroyed, become wholly or partly unusable (other than due to a breach of the tenancy agreement), cease to be lawfully usable as a residence or are appropriated by a compulsory process.

## Termination without ground

### Fixed-term agreement

If you do not want your tenancy to continue after the fixed term, you must give at least 14 days notice including the last day of the term.

If you want to end your tenancy before the end of the fixed term, see Factsheet 16: *Ending tenancy early*.

### Ending fixed-term agreement due to hardship

You can apply to the CTTT for a *termination order* to end your fixed-term agreement if you would suffer undue hardship if the agreement continued.

You can make the application without giving the landlord a termination notice.

If the CTTT makes a termination order, it may order you to compensate the landlord for their loss of the tenancy.

Contact your local Tenants Advice and Advocacy Service for advice.

### Periodic agreement

You can end a period agreement at any time by giving a 21-day termination notice.

**Ending your tenancy as a co-tenant**

As a co-tenant, you can end your tenancy under a periodic agreement by giving a 21-day termination notice to the landlord and each other co-tenant.

You cease to be a tenant under the tenancy agreement once you vacate the premises by the date in the notice. Also see Factsheet 15: *Share housing*.

**Termination for breach of agreement**

If you want to end your tenancy agreement (fixed-term or periodic) because the landlord has breached it, you can:

- give the landlord/agent a termination notice, or
- apply to the CTTT for a termination order – with or without first giving a termination notice.

**Alternative to ending the tenancy**

Rather than ending the agreement, consider applying to the CTTT for an order that the landlord fixes the breach. You may be able to settle the matter in conciliation with the landlord at the CTTT.

See Factsheet 11: *Consumer, Trader and Tenancy Tribunal* and contact your local Tenants Advice and Advocacy Service for advice.

**Giving a termination notice**

If the landlord has breached the agreement, you can give them a 14-day termination notice.

However, the landlord may make an application to the CTTT to dispute the notice. If the CTTT is satisfied that the landlord has fixed the breach, it may revoke your termination notice and the tenancy will continue.

**Applying for a termination order**

You can apply to the CTTT for a *termination order*. A termination order ends the tenancy and specifies the day on which it ends. You must apply within 3 months of becoming aware of the breach.

The CTTT may make a termination order if it finds that:

- the landlord breached the tenancy agreement, and
- the breach is sufficient to justify termination.

The CTTT may decide not to end the tenancy if it decides that the landlord has fixed the breach or has taken steps to fix it.

**Termination for rent increase in 'long-term' fixed-term agreement**

You can give a 21-day termination notice because the landlord has increased the rent when your fixed-term agreement is for more than 2 years.

You do not have to pay the landlord compensation or other additional amount for ending the agreement early.

**Early termination on a prescribed 'extraordinary' ground**

You can give the landlord a 14-day termination notice before the end of a fixed-term agreement on any of the following grounds:

- you have been offered and accepted a place in social housing
- you have accepted a place in an aged-care facility or you need care in an aged-care facility
- the landlord wants to sell the premises and did not tell you this before entering into the tenancy agreement
- a co-tenant or occupant or former co-tenant or occupant has been excluded from the premises by a final apprehended violence order.

You do not have to pay the landlord compensation or other additional amount for ending the agreement early.

**Vacating before end of your termination notice**

You may give vacant possession at any time before the date on the termination notice. You may be liable to pay rent until the end of the notice period.

**Withdrawal of termination notice**

You may withdraw a termination notice at any time with the landlord's (and any co-tenants') consent. You may give a further notice on the same or another ground however.

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**FURTHER HELP: Tenants Advice and Advocacy Services****Sydney**

- Inner 9698 5975
- Inner West 9559 2899
- South 9787 4679
- South West 4628 1678
- East 9386 9147
- West 8833 0911
- North 9884 9605
- North West 9413 2677

**Regional**

- Blue Mountains 1300 363 967
- Central Coast 4353 5515
- Hunter 4969 7666
- Illawarra Sth Coast 4274 3475
- Mid North Coast 6583 9866
- Northern Rivers 6621 1022
- Northwest NSW 1800 836 268
- Southwest NSW 1800 642 609

**Aboriginal**

- Sydney 9569 0222
- West NSW 1800 810 233
- South NSW 1800 672 185
- North NSW 1800 248 913
- Older persons 1800 131 310
- Website [www.tenants.org.au](http://www.tenants.org.au)
- NSW Fair Trading 133 220



This factsheet is intended as a guide to the law and should not be used as a substitute for legal advice. It applies to people who live in, or are affected by, the law as it applies in New South Wales, Australia.  
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