

Surrender of tenancy & giving notice on your tenancy a guide for Tenants

Surrender of tenancy

If you sign a fixed term tenancy agreement you are agreeing to abide by the terms of that tenancy agreement for the given period (usually six or 12 months). That means you have agreed to pay the rent, live in the property as your principle home and be responsible for your part of the tenancy agreement.

If you leave the property before the end of the fixed term without the express agreement of the landlord you could face penalties including loss of your deposit, being asked to pay the rent till the end of the fixed term (or until a new tenant is secured), poor reference from the landlord.

If you need to leave the tenancy before the end of the fixed term you should contact the landlord and try and negotiate an early surrender of the tenancy. The landlord does not have to agree this and if they do agree they might ask for some compensation to release you from the agreement early such as retaining your deposit.

Any agreement you reach with the landlord should be secured in writing to avoid dispute later.

If the landlord does not fulfil part of their responsibility under the tenancy agreement this does not necessarily mean that you can leave the tenancy without penalty. If the landlord is not doing repairs or have failed on other parts of their responsibility these failings should be reported to the correct agency rather than assuming you can leave the property.

Giving notice

If you have a fixed term tenancy agreement you can leave on the last day of the tenancy without giving notice to the landlord, however it is considered best practise to give the landlord one months' notice. As well as ending the tenancy on good terms

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this allows you to arrange an end of tenancy check out with the landlord to prevent problems with deposit dispute later.

If the tenancy is periodic (rolling/ monthly etc.) you should give your landlord notice in writing that you intend to leave the tenancy. If the tenancy agreement does not state a required notice period you should give the landlord one months' notice if you pay your rent monthly and four weeks' notice if you pay your rent weekly or fortnightly.

When you have given the notice the landlord should arrange a pre end of tenancy inspection to go over any matters that need addressing before you leave the property. On the last day of the tenancy the landlord should arrange to meet you to return keys, agree final meter readings, provide a forwarding address and agree the end of tenancy inventory. If you have paid a deposit the landlord should arrange the return of this deposit, or provide you with reason for deposit retention, within 10 days.

After you have given notice and prior to you leaving the property the landlord might ask for access to show round prospective new tenants. This access should be done by prior arrangement and with your agreement but you should not withhold reasonable access to your landlord without good cause.

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