



TIPS FOR TENANTS

ENDING YOUR LEASE

The process for ending a tenancy comes down to whether you have a periodic lease or a fixed-term lease.

Terminating a periodic lease

A periodic tenancy is an agreement that runs for an indefinite length of time; there is no set finishing date.

You can end your periodic lease at any time after giving the landlord, through the property manager, 21 days' notice. The notice you give must:

- Be in writing.
- State the address of the rented premises.
- State the date you will vacate the premises.
- Include your name, signature and date.

The written notice can be either a letter or a Form 22: Notice by tenant of Termination.

If the landlord/property manager wants you to leave, they must give you a minimum of 60 days' notice using a Notice of termination (Form 1C).

Of course, if you are sending the notice by post, it's best to add six working days extra to the notice period to account for delivery times, and if in your lease you have agreed to have notices served by email, you should follow up with the property manager to confirm they have received the email and are aware of your intent to end the lease.

Terminating a fixed-term lease

A fixed-term tenancy agreement specifies a start and finish date and the minimum length of time you agree to stay in the property. Most fixed-term leases are for six to 12 months (or the agreed period) which was agreed to at the start of the tenancy.

Terminating a lease becomes significantly more complicated if you are on a fixed-term lease, as there is no automatic right of termination. If, as a last resort, you need to break a fixed-term lease, you need to seek the landlord's permission via your property manager

In this instance, the landlord will often agree to a termination at a point-in time when an alternative tenant commences a new lease. In other words, the owner is looking for a smooth swap, minimum fuss and no costs incurred.

The *Residential Tenancy Agreement* is a legal contract and the owner is entitled to seek an outcome where their financial position is no worse off because of a tenant breaking their tenancy agreement. Subsequently, the owner is entitled to claim compensation for any financial loss incurred as a direct result of the breach.

If a replacement tenant has not been found by the time you move out, you are liable to continue paying rent and maintain the premises until a new tenant has taken up residency or the original end date of your fixed-term lease expires. In addition, as is the case at the end of every lease, the property manager will conduct a final inspection and compare the condition of the property to the original Property Condition Report.

If a tenant has been found, but the amount they have negotiated to pay per week is less than what you are currently paying, you may be required to pay the difference up until the point your original lease would have concluded.

What happens when your fixed-term tenancy agreement comes to an end?

Your fixed-term tenancy agreement will not automatically terminate on the expiry date unless you or are the landlord/property manager gives the other 30 days' written notice of termination

