

# Eviction – landlord ends tenancy

Being told to leave your rental home is stressful. As a tenant you have rights under the *Residential Tenancies Act 2010* and *Residential Tenancies Regulation 2019*. This factsheet summarises the law in NSW about evictions and what a landlord/agent must do to end a tenancy legally. This factsheet covers: Is the termination notice valid? What reasons can the landlord use to end my tenancy? How much notice must the landlord give me? What if the reason given is not genuine? Eviction – what can I do? And what if I want to leave before the date given by the landlord?

From 19 May 2025, 'no grounds' evictions are unlawful in NSW. This means that the landlord must have a **valid legal reason** to end your tenancy.

If the landlord wants you to leave, they must **end your tenancy agreement** (commonly called a 'lease'). In most cases, the landlord/agent must give you a valid **termination notice**, which has to include the **proper number of days notice**, a **valid reason** for ending the agreement, and **evidence**. If they do not follow the correct legal process, the termination may not be valid, and they could face serious penalties.

A termination notice by itself does not end your tenancy. Your tenancy ends when you give **vacant possession** of the premises to the landlord/agent – in other words, when you **move out and return the keys**.

If you do not move out by the day in the notice, the landlord can apply to the NSW Civil and Administrative Tribunal (NCAT) for a **termination order**. A termination order ends the tenancy and specifies a day by which you must move out. If you do not move out by the specified day on the termination order, the landlord/agent can get a **warrant for possession** from the Tribunal. With this warrant, a Sheriff's officer can remove you from the premises. See below: 'Eviction – your rights.'

In some rare cases, the landlord can apply to the Tribunal for a termination order **without giving you notice**. See below: 'What reasons can the landlord use to end my tenancy: Other extraordinary grounds.'

If the landlord **stops paying their loan** and the bank/lender wants to take back the property and end your tenancy, certain other rules may apply – see [Resource: Mortgagee repossession](#).

If the landlord, agent, or Tribunal write to you about ending your tenancy it's a good idea to seek advice from your [local Tenants' Advice and Advocacy Service](#). It's also a good idea to seek advice if you received a termination notice **before 19 May 2025**, as the [old eviction laws](#) still apply to you.

## What's changed about eviction laws?

From 19 May 2025, 'no grounds' evictions are unlawful. This means that the landlord must have a **valid legal reason** with **evidence**, to end your tenancy. This new requirement applies to **all residential tenancy agreements** – both fixed-term and periodic (ongoing) agreements. There have also been changes to the **notice period** landlords must give, and the

addition of an **early exit option** for tenants who have received a termination notice.

## Is the termination notice valid?

To be valid, a termination notice must:

- be in **writing**, signed by the landlord/agent
- be **properly sent or delivered** to you – by email (to an email address you have specified for documents of that kind); or by post; or by hand (in an addressed envelope to a mailbox at your home or business address); or in person;
- include the **address** of the property;
- include the **date** by which the landlord/agent wants vacant possession, with the **proper number of days notice** (see below: 'How much notice must the landlord give me?');
- have a [termination information statement](#) attached that includes:
  - the **reason** under the law for ending the agreement,
  - particular **evidence** to show that the reason is genuine (depending on the reason),
  - that it is an **offence to give a notice that is not genuine** or provide **false or misleading evidence**,
  - that you have a **right to challenge** the validity of the termination notice or argue that the notice was issued in a **retaliatory** manner, and
  - how you can contact NSW Fair Trading.

If there is a mistake in the notice or it is not properly sent/delivered, and the landlord applies for a termination order, then you can argue in the Tribunal that the notice is invalid and the landlord's application should be dismissed. However, the Tribunal may overlook such mistakes.

If you think the reason given for termination is not genuine, see below 'What reasons can the landlord use to end my tenancy?' and 'What if the reason is not genuine?'

**Even if the termination notice is valid**, there are further steps before a tenancy ends. See below: 'Eviction – what can I do?'

## What reasons can the landlord use to end my tenancy?

The landlord/agent can seek to end your tenancy and ask the NSW Civil and Administrative Tribunal (NCAT) to evict you using one of the **valid legal reasons** outlined below.

From 19 May 2025, 'no grounds' evictions are unlawful. The landlord must have a valid reason to end the tenancy.

The landlord/agent must also provide certain **evidence** to show that the reason is genuine, depending on the reason.

The **required notice period** depends on the reason and the type of tenancy agreement. It varies between immediate and 90 days notice – see below: 'How much notice must the landlord give me?'

You can challenge the validity of the termination notice and/or the legitimacy of the reason, based on the documentation given by the landlord/agent. See below: 'What if the reason is not genuine?'

**Even if the reason and termination notice are valid**, there are further steps before a tenancy ends. See below: 'Eviction – what can I do?'

**In strata, the owners corporation cannot evict a tenant** – only the landlord/agent can end your agreement. See [Factsheet: Strata scheme tenants](#).

## 1. Overdue rent or other breaches by the tenant

The landlord/agent may give you a termination notice if they think you have **breached your responsibilities under your tenancy agreement**. They may provide evidence of the breach with the termination notice, and/or in the Tribunal.

### Overdue rent or other charges

Your tenancy agreement requires that you pay rent. Your tenancy agreement may also require you to pay for utilities such as water, electricity and gas. (There are rules around how your landlord can charge you for utilities – see [Factsheet: Utilities](#) for more information.)

If you have not paid the rent or other charges owed, then you are in **arrears**. This is a breach of your tenancy agreement. The landlord/agent can give you a **non-payment termination notice**. You must **owe at least 14 days rent**, or the charges must be at least **14 days overdue** before they can give you this notice. You should check if the rent is actually overdue. You can make a written request for a rent record, commonly known as a 'rent ledger', which the landlord/agent must provide to you within 7 days.

If you get a notice like this, you can 'pay to stay' and save your tenancy – **by paying all the rent or charges owing**. It may also be possible to save your tenancy if you enter into an agreed repayment plan with the landlord and stick to it. See more below 'Eviction – what can I do?', [Factsheet: Overdue Rent](#).

### Other breaches

Other breaches could include that the landlord thinks you are making too much noise, disturbing your neighbours, or not keeping the property reasonably clean.

Issuing a termination notice does not end your tenancy – the landlord still needs to satisfy the Tribunal **with evidence** that you have breached the tenancy agreement, and that in the specific circumstances the breach is **serious and persistent enough to justify termination**. When deciding this,

the **Tribunal has discretion** to broadly consider anything it considers relevant, including:

- the nature of the breach,
- previous breaches,
- things you have done to stop the breach
- steps taken by the landlord/agent about the breach

If you take action to fix the breach it can be used as evidence that the Tribunal should not end your tenancy. It is a good idea to gather your own evidence to dispute the landlord's claims. See more below 'Eviction – what can I do?'

Termination for breach commonly gives 14 days notice – see more below 'How much notice must the landlord give me?'

If you live in **social housing**, the Tribunal must also consider further specific factors when deciding whether or not to end your tenancy.

## 2. Sale of property

The landlord/agent may give you a termination notice when they **have sold or propose to sell** the property, and the contract requires them to give **vacant possession** of the premises to the buyer.

The landlord must provide one of the following types of **evidence**:

### For actual sale:

- A copy or part of the **contract for the sale** that has been entered into; or
- A **written statement from a solicitor or licenced conveyancer** carrying out work for the landlord in connection with the contract for the sale

### For proposed sale:

- A copy or part of the **proposed contract of sale**; or
- A copy or part of the **agency agreement** between the landlord and an agent for the sale of the premises

To be valid, these documents must include certain details, such as the names of the parties, the date the document was signed and will be completed, and that the sale requires the landlord to give vacant possession of the premises to the buyer.

See also [Factsheet: Sale of rented premises](#).

## 3. Significant renovations/repairs

The landlord/agent may give you a termination notice because the **property needs to be vacant for significant renovation/repair works**. The works must be due to start within 2 months after the end date in the notice.

The landlord cannot issue this notice if there is a **current Tribunal repair order** or **NSW Fair Trading rectification order** in place for the property.

The landlord must provide a **written statement explaining** why the renovations/repairs are so significant that you cannot live at the property.

If you received a termination notice for significant renovation/repairs between 19 May 2025 and 19 June 2025 you should also have received further evidence such as a

copy of a contract for the works by a qualified tradesperson, authorisation for the works and/or proof of purchase of materials. Call your [local Tenants Advice and Advocacy Service](#) for advice.

#### 4. Demolition

The landlord/agent can give you a termination notice because the **premises will be demolished**, and this is due to happen within 2 months after the termination date in the notice.

The landlord must provide **all** of the following **evidence**:

1. A **signed and dated written statement** that provides the demolition date,
2. A detailed copy or part of a **contract for the demolition** (including the names of the parties, the address, description and commencement date of the demolition and a demolition licence number if the demolition involves licenced demolition work), and
3. The **development consent** and/or development control order (if required for demolition to be done)

#### 5. The landlord or their family is moving in

The landlord/agent can give you a termination notice because a '**relevant person**' will be moving into the property for at least 6 months. A relevant person could be the landlord or their spouse/de facto partner, or their parent, grandparent, child, grandchild, sibling, child of a sibling, sibling of a parent, or first cousin, or a dependant of the landlord that usually lives with the landlord.

The landlord must provide evidence in the form of **written statements from both the landlord and the relevant person**, that:

1. Are signed and dated,
2. State that they will live at the property for a least 6 months (landlord's statement must also state this about the relevant person), and
3. Describe their relationship.

#### 6. Change in use of the property

The landlord/agent can give you a termination notice because the property will **no longer be used as a rental** under the *Residential Tenancies Act*.

The landlord must provide a **signed and dated written statement**, that states:

1. what purpose the property will be used for, and
2. that the property will not be used as a residential tenancy under the *Residential Tenancies Act*, for at least 12 months.

If the reason given is to **carry on a business**, then one of the following pieces of evidence documents must also be supplied:

- The ABN of the business, or
- The development consent that relates to the use of the premises for business, or
- The licence number & licence that'll be used for the business

If the reason involves the property being used for **short term rental accommodation**, then proof that the property has been registered on the Short Term Rental Accommodation (STRA) Register is required.

#### 7. Eligibility requirements

The landlord/agent can give you a termination notice if the rental property has eligibility requirements and you are no longer eligible. The specific eligibility requirements include:

- **Affordable or transitional housing program** – you are no longer eligible, or the program has ended; the landlord must also provide you with information about the reason why you are no longer eligible
- **Purpose-built student accommodation** – you rented the premises as a student, and you are no longer a student
- **NSW government key worker housing scheme** – your tenancy agreement outlined that the premises are part of key worker housing scheme and the tenancy may be terminated if needed to house a key worker, and the termination is in fact necessary to house a priority key worker in an appropriate location
- **Employee/caretaker agreement** – your tenancy agreement is a caretaker/employment agreement, and this arrangement has ended
- **Social housing** – there are certain eligibility requirements for social housing (public and community housing). We are working on further resources for social housing tenants – please check back. If you are a social housing tenant facing eviction, please contact your [local Tenants' Advice and Advocacy Service](#) for advice as soon as possible.

#### 8. Other extraordinary grounds

The landlord/agent may try to end your tenancy on certain other extraordinary legal grounds:

##### If the property is unusable

The landlord/agent can give you **immediate notice** if:

- the premises are destroyed or become wholly or partly unliveable (for example due to fire or flood), not due to a breach of the agreement;
- the premises become no longer lawfully usable as a residence; or
- the premises are acquired by an authority by compulsory process (such as resuming them to build a road).

See [Factsheet: Disaster damage](#)

##### Direct application to the Tribunal

In some circumstances the landlord/agent can **apply directly to the Tribunal** for an order to end your tenancy without giving you a termination notice. These could include:

- You, your guests, another occupant or their guests have caused or permitted:
  - serious damage to the premises or any neighbouring or common property,
  - injury to the landlord, agent, the landlord's/agent's employees, or your neighbours, and/or
  - use of the premises for illegal purposes.
- You or another occupant has seriously or persistently threatened or abused the landlord, agent or the landlord's/agent's employees
- The landlord asserts that because of some special circumstances in their life; they will suffer **undue hardship** if the tenancy were to continue.

Just because these grounds do not require the landlord/agent to give you notice **does not automatically mean that the Tribunal will end your tenancy**. There is a legal process that the landlord has to go through, and you have a right to participate in this process and dispute the claims made by the landlord/agent. You will receive notice of the Tribunal hearing, and you should attend. The landlord/agent still needs to convince the Tribunal **with evidence** that your tenancy should end. If you don't agree with the claims being made by the landlord, you should gather your own evidence to dispute it at the Tribunal.

If you receive communication from the Tribunal that the landlord has applied for a termination order, contact your [local Tenants Advice and Advocacy Service](#) as soon as possible.

See also below: ‘Eviction – what can I do’ and [Factsheet: NSW Civil and Administrative Tribunal](#).

### Social housing

A social housing provider can end a tenancy agreement on certain grounds other than those outlined above. The Tenants' Union is working on further resources for social housing tenants – please check back soon. If you are a social housing tenant facing eviction, please contact your [local Tenants' Advice and Advocacy Service](#) as soon as possible.

### Death of a tenant

The death of a tenant does not automatically end a tenancy agreement. The landlord may give a termination notice to the executor of the deceased estate. See more in [Resource: Death of a tenant](#).

## How much notice must the landlord give me?

The landlord/agent **must give you the required number of days notice**. If they do not, then the termination notice is not valid.

The required number of days notice depends on the **reason** and the **type of agreement**. The landlord/agent can only end your tenancy agreement using one of the **legally valid reasons** discussed above in ‘What reasons can the landlord use to end my tenancy?’

If a termination notice is posted to you, the landlord/agent must allow an **extra 7 working days for delivery**. For more on what must be included in the termination notice see above: ‘Is the termination notice valid?’

**Even if the termination notice is valid**, there are further steps before a tenancy ends. See below: ‘Eviction – what can I do?’

### Breach – e.g. overdue rent

If the landlord claims you have **breached your tenancy agreement**, they can give you a termination notice with **14 days notice**. A common breach is overdue rent. See [Factsheet: Overdue rent](#). Other breaches are discussed above in ‘What reasons can the landlord use to end my tenancy?’ For steps you can take see below ‘Eviction – what can I do?’

There are certain breaches – such as causing serious damage to the premises, or injury to the landlord/agent, or using the premises for illegal purposes – where the landlord can apply to the Tribunal for an **immediate termination order**.

### Non-breach reasons – e.g. sale, significant renovation, landlord's family moving in

For most ‘non-breach’ reasons (described above in ‘What reasons can the landlord use to end my tenancy?’), the notice period also depends on the type of agreement you have. A ‘fixed-term’ agreement is one that goes for a specified amount of time, such as 6 or 12 months. A ‘periodic agreement’ is ongoing – the fixed term has expired or is not specified.

#### Notice periods for non-breach reasons:

- The landlord must usually give **at least 90 days notice** to end a fixed-term agreement of **over 6 months**, or a **periodic agreement** (an ongoing agreement)
- The landlord must usually give **at least 60 days notice** to end a fixed-term agreement of **6 months or less**.
- In the case of **actual sale** of property, the landlord must give **at least 30 days notice** to end a fixed-term or periodic agreement

#### No eviction during a fixed term

If you have not breached the agreement, the termination date to end a fixed-term tenancy must be **on or after the last day of the agreement**. In other words, the landlord cannot usually evict you until the fixed-term **ends**.

#### Employee/caretaker

If you are in an employee or caretaker residential tenancy agreement, the termination date in the notice must be **30 days** from when the notice is given, or from the notice period for termination in your agreement, whichever is later.

### Other extraordinary grounds - e.g. unusable premises

There are certain circumstances where the landlord/agent can give **immediate notice**. For example when the premises are destroyed or become unusable due to **fire or flood** – not because you or the landlord have breached the agreement. For more see above: ‘What reasons can the landlord use to end my tenancy: If the property is unusable’ and [Factsheet: Disaster damage](#). Bear in mind that the termination notice in itself does not end your tenancy – there are further steps before a tenancy ends. See below: ‘Eviction – what can I do?’

It is also possible, although rare, for a landlord to apply directly to the Tribunal for an **immediate termination order** based on **undue hardship to the landlord**.

### Social housing

A social housing provider can end a tenancy agreement on certain other extraordinary grounds. The Tenants' Union is working on further resources for social housing tenants – please check back soon. If you are a social housing tenant facing eviction, please contact your [local Tenants' Advice and Advocacy Service](#) for advice as soon as possible.

## Long-term tenancy – 20 years or more

You are considered to have a long-term tenancy if you had a fixed-term agreement which has expired, and you have been in continual possession of the same property for **20 years or more**.

If the landlord/agent seeks to end a long term tenancy for any reason (other than breach of agreement or actual sale of property, where the standard notice periods apply) the landlord can apply directly to the Tribunal and must provide proper supporting evidence.

The Tribunal will consider the reason given for termination together with the **circumstances of the case**, and decide whether or not it is appropriate to make the order. If the Tribunal decides to make the order, it must give you at least 90 days to vacate the premises.

## What if the reason given isn’t genuine?

If the landlord wants to end your tenancy they must give you a **valid legal reason** and **proper notice**. For some reasons the landlord/agent must **attach specific evidence** to the notice. For other reasons they may not need to provide the evidence until you go to the NSW Civil and Administrative Tribunal (NCAT). The valid legal reasons and evidence are described above in ‘What reasons can the landlord use to end my tenancy?’

If the Tribunal decides that the landlord/agent has given **false or misleading information** or not provided the **specific evidence** required, then the reason may be considered **not genuine**. In this case, **your tenancy will continue**. It is also an offence for the landlord/agent to give you a termination notice that is not genuine – they could face significant penalties.

If you want to dispute the reason given for eviction as **not genuine**, you have the right to challenge the validity of the termination notice at the Tribunal. You can do this **when you receive the notice, or when the landlord applies to the Tribunal for an eviction order**. The time-limit to apply to the Tribunal is 3 months from the possession/termination date in the termination notice.

At the Tribunal, **evidence is very important**, the Tribunal makes decisions about your tenancy based on the application of law to the evidence. You will need to **prepare relevant documents** to prove to the Tribunal that the reason is not genuine, or point to the landlord/agent’s **lack of correct evidence** with their termination notice.

At the Tribunal, you could point to:

- **Missing supporting evidence** – the required documentation was not provided with the notice
- **Incorrect supporting evidence** – for example this could be the wrong address or other incorrect details in a contract for sale, or a quote for works
- **Your own evidence** – for example if there is a Tribunal repair order in place for the property then the landlord’s termination notice for significant repairs should not be considered valid

If you want to challenge the termination of your tenancy

agreement, it is a good idea to get advice from your **local Tenants Advice and Advocacy Service**.

From 1 July 2025, landlords/agents will also have to **register** the reason for all evictions, including what evidence was used, with the NSW government. The reasons can then be checked and significant penalties applied if they are not genuine.

If you move out and find out later that the reason was not genuine, you may be able to apply to the Tribunal for compensation or make a complaint to NSW Fair Trading. Make sure you keep written evidence – such as communications with the landlord/agent and receipts for your moving costs.

It is also possible to dispute other aspects of a termination notice or eviction at the Tribunal – see below: ‘Eviction – what can I do?’ and **Factsheet: NSW Civil and Administrative Tribunal**.

## Re-letting exclusion periods

The landlord/agent is also banned from re-letting the property for a certain period, depending on the reason for ending the tenancy. This is called a relet exclusion period.

**The relet exclusion periods are:**

- **4 weeks** relet exclusion period for **significant renovations/repairs**
- **6 months** relet exclusion period for **proposed sale; landlord/family moving in; or demolition**
- **12 months** relet exclusion period for the property **no longer being used as a rental** under the *Residential Tenancies Act* (e.g. being used for a business or a short-term holiday rental)

The landlord will need to apply for permission from NSW Fair Trading and provide specific reasons backed up with evidence to justify entering into a new lease within a relet exclusion period.

If you are aware of a property that has been relet during an exclusion period, you can make a **complaint to NSW Fair Trading** and ask them to investigate.

## Retaliatory eviction

If the landlord/agent acts to end the tenancy when you try to enforce your legal rights (such as asking for repairs or disputing an excessive rent increase), the Tribunal may find it to be a retaliatory eviction. The Tribunal can declare a termination notice to have no effect and/or refuse to make a termination order.

- **You can apply** to the Tribunal for an order that the notice was retaliatory. You must apply within **30 days** of receiving a notice based on proposed sale of property, significant renovations/repairs, demolition, eligibility (affordable, transitional, key worker or purpose built student accommodation), change of use, or landlord/family moving in; you must apply within **14 days** of receiving a notice based on any of the other reasons.
- **If the landlord/agent has applied** to the Tribunal for a termination order, you should attend the hearing. You can argue at the Tribunal that the application was retaliatory.

Gather your **evidence** – such as documents, photos, and communications with the landlord.

If the Tribunal does make a termination order, the Tribunal will consider the relative hardship to you and the landlord and specify the day for vacant possession. See more below in ‘Eviction – what can I do?’

## Eviction – what can I do?

If you are faced with eviction, start by checking if the notice, reason, and evidence given are **valid** – see the sections above. Contact your [local Tenants Advice and Advocacy Service](#) if you need advice. Then consider the following steps.

The landlord can **withdraw a termination notice** at any time (but only with your consent). However they are also allowed to give you a further notice for the same or a different reason, with the required notice period. Some reasons may have a shorter notice period than the original notice.

### Negotiate

You can try negotiating with the landlord/agent. You may be able to reach an agreement. For example, you could offer to pay off an **amount you owe** over time – see [Sample letter: Offer to pay rent arrears](#).

If the landlord’s reason for termination is **significant renovations/repairs**, you could ask if you can move out and move back in after the renovations are complete. Or in the case of **sale**, you could propose remaining as a tenant until the new owner decides whether the property will continue as a rental or not. Make sure you get any agreement with the landlord in writing.

See [Tips: Negotiating with the landlord](#).

### No eviction without a Tribunal or court order

**A termination notice by itself does not end your tenancy.**

You can only be forcefully evicted from the premises by the Sheriff of NSW with a warrant or writ from the NSW Civil and Administrative Tribunal (NCAT) or a court.

The landlord/agent must follow the correct legal process before you can be evicted. Anyone **locking you out** without a Tribunal or court order can be fined up to \$22,000 and ordered to compensate you.

In the case of *Violet v Ghaderi-Araghi* [2017] NSWCATAP 134, the Tribunal (on appeal) found that the landlord should pay \$2,000 in compensation for the loss of use/enjoyment suffered by a former tenant as a result of an illegal lockout.

If you receive a termination notice, but you do not leave by the date in the notice, the next step is that the landlord/agent can apply to the Tribunal for a **termination order**. If they do, you should attend the Tribunal hearing. If you can show that you have **fixed the breach** or that the **reason the landlord has given for termination is not genuine**, the Tribunal may decide not to end your tenancy (see above: ‘What if the reason given is not genuine’).

If the Tribunal makes orders for termination and possession, they end the tenancy and specify the day by which you must give vacant possession (move out and return the keys). Make sure you get a copy of the orders.

### Pay to stay

If the landlord/agent has given you a **non-payment termination notice** due to overdue rent or charges, you are **not required to vacate if you pay what you owe** or you enter into, and fully comply with, an agreed repayment plan. You may be able to ‘pay to stay’ even if a Tribunal order and warrant for possession have been issued (see more on warrants below).

It is only possible to ‘pay to stay’ if your tenancy was terminated **solely on the ground** of failure to pay rent and/or utility charges, and you have **not frequently failed to pay**.

If you have paid what you owe, send the landlord/agent something in writing to confirm – you can use our [Sample letter: Payment of rent arrears](#). See also [Factsheet: Overdue rent](#) and [Sample repayment plan agreement](#).

### Warrants for possession

If you do not vacate by the specified day in the Tribunal’s termination order, the landlord/agent can get a **warrant for possession from the Tribunal**. The landlord/agent has 30 days from the date in the termination order to apply for the warrant. They apply online at the Tribunal and the warrant is sent online by the Tribunal directly to the NSW Sheriff’s Office. There is no Tribunal hearing. You will be notified by the Tribunal that a warrant has been issued.

Once the warrant is sent to the Sheriff the landlord/agent has to book a time and date for the warrant to be carried out (‘executed’). The landlord/agent communicates directly with the Sheriff about this; they do not have to discuss it with you or ask you when a suitable time would be for you. The timing depends on the workload of the Sheriff. You can try to find out when the warrant may be carried out by contacting the [Sheriff online](#) or phoning 8688 4080 for your local office. The warrant must usually be implemented within 28 days of the date of issue. It is a good idea to move important belongings to storage if you can.

If there is a warrant for possession, and you have paid all the rent or charges you owe (as discussed above in ‘Pay to stay’), the landlord/agent must notify the Sheriff of this, and the warrant for possession ceases to have effect. Failure to notify the Sheriff’s Office is against the law and the landlord/agent can be fined up to \$2,200.

If the landlord/agent refuses to contact the Sheriff, you can apply to the Tribunal for an order directing the landlord/agent to comply with this requirement. You must do this on an urgent basis and before the Sheriff carries out the warrant.

### If you are forcibly evicted

**Only the Sheriff** is empowered to implement the warrant and evict you from the premises. Your landlord/agent may not do so even if they call the police.

If you are being forcibly evicted by the Sheriff, it is a good idea to fully cooperate and not resist. The Sheriff will inform you of the process and if you resist, they may use reasonable force and obtain the assistance of police. If you resist you risk being charged with an offence.

If you are homeless, call **Link2Home** on 1800 152 152 or see other [emergency accommodation info](#).

You still have certain rights in relation to any **goods left behind**. However, you should take any **important documents with you, especially identity documents**. These will also help you apply for assistance such as crisis payment from Centrelink and/or housing assistance from charities. See [financial assistance for renters](#) and [Factsheet: Goods left behind](#).

The landlord may make a claim on your bond or seek to list you on a tenant database. See [Factsheet: Bond](#) and [Factsheet: Tenant databases](#). You can call your **local Tenants Advice and Advocacy Service** for advice.

If you are struggling with debts, call the **National Debt Helpline** on 1800 007 007.

## If I want to leave before the date given by the landlord

If you have received a termination notice, and you want to leave **before the date in the notice**, you can do so, however the rules are slightly different for fixed-term and periodic (ongoing) tenancy agreements. A 'fixed-term agreement' is for a specified amount of time, like 6 or 12 months; a 'periodic agreement' is ongoing – the fixed term has expired or is not specified.

### Periodic agreement

If you are in a periodic agreement and you have received a termination notice, you can end your tenancy **at any time before the termination date listed on the notice** – by giving **vacant possession** (moving out and returning the keys). You stop paying rent from the day you give vacant possession. You are not required to give notice to the landlord/agent, however it is a good idea to inform them, in writing. See also [Factsheet: How do I end my tenancy?](#)

### Fixed-term agreement

If you are in a fixed-term agreement and you have received a termination notice from the landlord/agent you may leave

before the termination date listed on the notice – by giving the landlord a **14 day early exit notice**. You cannot give an early exit notice if your tenancy was terminated due to breach, or due to unusable premises.

You stop paying rent from the day you give **vacant possession** (move out and return the keys) – which is also the date you put in your early exit notice.

### When can I give a 14-day early exit notice?

- If you have a fixed-term agreement of **6 months or less**, the date in your early exit notice can be any day in the **60 days before the agreement ends**.
- If you have a fixed-term agreement of **more than 6 months**, the date in your early exit notice can be any day in the **90 days before the agreement ends**.

See also [Factsheet: How do I end my tenancy?](#)

## More info

Factsheets: [Bond](#); [Overdue rent](#); [NSW Civil & Administrative Tribunal](#); [Sale of rented premises](#); [Mortgagee repossession](#); [Tenant databases](#), [Death of a tenant](#).

Tips: [Negotiating with the landlord](#); [Take photos when moving in and out](#); [The easy way to claim your bond](#)

Easy read factsheet: [Moving out](#)

Podcast episodes: [Hit the road Jack](#); [Don't make me leave](#)

NSW government: [Eviction of a tenant from a rental property](#); [Minimum notice periods for ending a residential tenancy](#); [Landlord ending a tenancy](#)

*Factsheet updated August 2025*

### For free advice, call your local Tenants Advice & Advocacy Service:

#### SYDNEY:

• Eastern	9386 9147
• Inner	9698 5975
• Inner West	9559 2899
• Northern	9559 2899
• Southern	9787 4679
• South West	4628 1678
• Western	8833 0933

#### REGIONAL:

• Blue Mountains	4704 0201
• Central Coast	4353 5515
• Hunter	4969 7666
• Illawarra Sth Coast	4276 1939
• Mid Coast	6583 9866
• Northern Rivers	6621 1022
• Northwest NSW	1800 836 268
• Southwest NSW	1300 483 786

#### ABORIGINAL:

• Sydney	9833 3314
• West NSW	6881 5700
• South NSW	1800 672 185
• North NSW	1800 248 913

WEB: [tenants.org.au](https://tenants.org.au)

NSW FAIR TRADING: 13 32 20

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