

# You want to leave

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 how you can end a tenancy.

If you want to end your tenancy (also called 'terminating' your tenancy), start by answering these 3 questions:

1. What **type of tenancy agreement** do I have?  
 There are two types of agreement:
  - **fixed-term** – for a specified term (e.g. 6 months)
  - **periodic** – ongoing, the fixed term has expired or is not specified
 The term is listed in your agreement under 'Term' or 'Term of agreement.' If you need to leave **during a fixed term**, see [Factsheet 16: Ending fixed-term tenancy early](#).
2. What is the **reason** (if any) for ending my tenancy?  
 You can end your tenancy without a reason, or for a legally specified reason. See 'Reasons, minimum notice, and actions' and further information about each option below.
3. Am I a **co-tenant**? If so, see 'Ending a co-tenancy' below.

## How do I end my tenancy?

In most cases, you give the landlord/agent a **written termination notice** and **vacate** according to your notice. To vacate (also called 'giving vacant possession') you move out and return the keys. You can vacate before the date in your termination notice (the **termination date**), but you keep paying rent until the end of the notice period.

In some cases, you can apply to the NSW Civil and Administrative Tribunal (NCAT) for a **termination order**. If the Tribunal makes the order, it will end your tenancy agreement and specify the day by which you must vacate.

### The termination notice

A termination notice must:

- be in writing, signed by the tenant;
- be properly sent or delivered to the landlord/agent – you can do this either by email (to an email address specified by the landlord/agent for the service of documents of that kind); or by post; or by hand (in an addressed envelope to a mailbox at their home or business address); or in person;
- include the address of the premises;
- include the day by which you will vacate (check how much notice is required below); and
- say the reason (if any).

Keep a copy of the notice and record how and when you sent or delivered it. If you post the notice, allow 7 working days for delivery. You can withdraw the termination notice at any time with the landlord's (and any co-tenants') consent.

## Summary table of reasons and notice periods

There is more information about each option on following pages.

Reason	Minimum notice
<b>Fixed-term agreement</b>	
No reason <b>at end of the fixed term</b>	Give a minimum of 14 days notice. <i>This notice can be given on or before the last day of the fixed term.</i>
No reason <b>during the fixed term</b>	No minimum notice period. However a break fee will apply. See <a href="#">Factsheet 16: Ending fixed-term tenancy early</a> .
Breach of agreement	Give a minimum of 14 days notice, OR Apply to the Tribunal. The Tribunal will decide if/when your tenancy ends.
Premises unusable	No minimum notice period.
Domestic Violence	No minimum notice period. See <a href="#">Factsheet 12: Domestic violence &amp; renting</a>
Rent increase during a fixed term of 2 years or more	Give a minimum of 21 days notice. <i>Note that this is only available when the landlord/agent has increased the rent during a fixed term of 2 years or more.</i>
Extraordinary ground	Give a minimum of 14 days notice.
Hardship	Apply to the Tribunal. The Tribunal will decide if/when your tenancy ends.
Breach of disclosure requirements	Give a minimum of 14 days notice, OR Apply to the Tribunal. The Tribunal will decide if/when your tenancy ends.
<b>Periodic agreement</b>	
No reason	Give a minimum of 21 days notice.
Breach of agreement	Give a minimum 14 days notice, OR Apply to the Tribunal. The Tribunal will decide if/when your tenancy ends.
Premises unusable	No minimum notice period.
Domestic Violence	No minimum notice period. See <a href="#">Factsheet 12: Domestic violence &amp; renting</a>
Breach of disclosure requirements	Give a minimum of 14 days notice OR Apply to the Tribunal. The Tribunal will decide if/when your tenancy ends.

## Ending your tenancy without a reason

You can end your tenancy without a legally specified reason, however there are different rules depending on whether you have a **periodic** or **fixed-term** agreement (and what stage of the fixed term you are at).

### Fixed-term agreement – at end of the fixed term

As the end of the fixed term approaches, you can give a termination notice, with a minimum of 14 days notice. You have to serve this notice before your fixed-term agreement ends – you can serve it on or before the last day of the agreement. The **termination date** in the notice can be the last day of the fixed term or up to 14 days after. Vacate by the date in your notice. You can use our [sample letter: Ending tenancy at end of fixed-term](#).

### Fixed-term agreement – during the fixed term

Ending your fixed-term agreement early – in other words, ending it for no reason during the fixed term – is called breaking the agreement. A **break fee** will apply. See [Factsheet 16: Ending fixed-term tenancy early](#).

### Periodic agreement

During a periodic agreement (an ongoing agreement, where the fixed-term has expired or is not specified), you can give a termination notice, with a minimum of 21 days notice. Vacate by the date in your notice. You can use our [sample letter: Ending a periodic tenancy agreement](#).

## Ending your tenancy with a legally specified reason

To end your tenancy for one of the legally specified reasons below, you must give the landlord/agent a written termination notice and vacate; and/or apply to the Tribunal for a termination order (see 'How do I end my tenancy' above).

### Ending tenancy due to breach of agreement

If your landlord/agent has **breached** the tenancy agreement, it's a good idea to get advice from your local [Tenants' Advice and Advocacy Service](#) about what action to take. As an **alternative to terminating**, you could apply to the Tribunal for an order that the landlord/agent fix the breach (e.g. they do repairs you have requested) or that they stop breaching the agreement (e.g. they stop interfering with your privacy).

If you want to terminate your tenancy agreement due to breach by the landlord, you can either:

- give a minimum 14-day termination notice that says it is for breach of agreement, or
- apply to the Tribunal for a termination order (see below).

If you give a termination notice for breach of agreement, the landlord/agent may apply to the Tribunal to dispute your notice. If the Tribunal finds that the landlord/agent has fixed the breach, or that the breach was not serious enough to justify termination, it may cancel your notice and you may be

found to have 'abandoned' the premises (see 'breaking the agreement' in [Factsheet 16: Ending fixed-term tenancy early](#)).

### Applying to the Tribunal for a termination order for breach

If you want the Tribunal to make a termination order for breach by the landlord/agent, you must apply **within 3 months after you become aware of the breach**. The Tribunal may make the order if it finds that:

- a) the landlord/agent breached the agreement, and
- b) the breach is sufficient to justify termination.

When deciding (b), the Tribunal will consider: the nature of the breach, any previous breaches, whatever the landlord/agent did to fix the breach, whatever you did about the breach and the history of the tenancy. If the Tribunal does not make the order, your tenancy will continue.

### Ending tenancy due to domestic violence

If you or your dependent child have experienced domestic violence, you can end your tenancy immediately by giving the landlord/agent and any other co-tenants a **Domestic Violence Termination Notice (DVTN)** and vacating the property. You will not have to pay a break fee. You can use our [sample DVTN – Ending tenancy due to domestic violence](#).

For the DVTN to the landlord/agent to be valid, you will need to attach a document such as a **Declaration by Competent Person**, or an **Apprehended Domestic Violence Order**, or certain other evidence. For more information, see [Factsheet 12: Domestic violence and renting](#).

### Ending tenancy due to premises being unusable

Give an immediate termination notice and vacate if the premises:

- are destroyed or become wholly or partly unlivable, not due to breach of agreement (e.g. due to fire or flood – see [Factsheet 22: Disaster damage](#)), or
- can no longer be lawfully used as a residence, or
- are acquired by compulsory process (e.g. the government takes the land to build a freeway).

### Ending tenancy due to a rent increase in a 2-year or more fixed term

If you have a fixed-term agreement of **2 years or more**, the landlord/agent can raise your rent once in a 12-month period, with 60 days proper written notice (see [Factsheet 04: Rent increases](#).) However, even if the landlord/agent gives you proper notice, you have the option to end the agreement by giving a termination notice with a minimum of 21 days notice, and vacating. The notice must say that it is because the landlord/agent has increased the rent during the fixed term, and you must give it to the landlord/agent **before** the rent increase takes effect.

### Terminating due to breach of disclosure requirements

If the landlord/agent **knowingly** failed to tell you about certain legally specified **material facts** prior to you entering

the agreement, or if they made **false representations** to get you to enter into the agreement, you can either:

- Give a minimum 14-day termination notice that says the landlord has breached disclosure requirements. The landlord/agent may apply to the Tribunal to dispute your notice. If the Tribunal does not agree that the landlord/agent has breached the disclosure rules, it may cancel your notice and the tenancy will continue, or order you to pay compensation.
- Or
- Apply to the Tribunal for a termination order due to breach of disclosure requirements, and compensation because you suffered loss as a result of the termination (e.g. costs of relocation). The Tribunal will determine whether the breach of the disclosure rules are, in the circumstances of the case, sufficient to justify termination.

For a list of the legally specified material facts that the landlord/agent must disclose to you, see [Factsheet 02: Starting a Tenancy](#). It's also a good idea to get advice from your local [Tenants Advice and Advocacy Service](#).

## Ending tenancy due to extraordinary grounds during a fixed term

Give a minimum 14-day termination notice on any of the following grounds:

- The landlord wants to **sell the premises and they did not tell you this before entering into the tenancy agreement** – [sample letter: Ending tenancy due to sale of premises](#).
- You've been offered and accepted a place in **social housing** [sample letter: Ending tenancy due to offer of social housing](#).
- You need or have accepted a place in an **aged-care facility**.
- The landlord failed to disclose to you that the premises were listed on the **Loose-filled Asbestos Insulation (LFAI) Register** prior to you entering into the agreement, or the premises have been listed on the LFAI Register during the tenancy.

Vacate according to your notice. You will not have to pay a break fee.

## Ending tenancy due to undue hardship

Apply to the Tribunal to terminate your fixed-term agreement if there are **special circumstances** and continuing the tenancy would cause you undue hardship.

The Tribunal will consider evidence of your circumstances (e.g. finances or health) and those of the landlord. If it makes the order, it may also order that you pay the landlord compensation for breaking the fixed-term tenancy early.

**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	4274 3475
• Mid Coast	6583 9866
• Northern Rivers	6621 1022
• Northwest NSW	1800 836 268
• Southwest NSW	1300 483 786

## Ending a co-tenancy

### If all co-tenants are leaving

All must jointly give the landlord a 21-day termination notice in a periodic agreement, or a 14-day termination notice for the end of a fixed-term agreement (see 'Ending your tenancy without a reason' above).

### If one co-tenant is leaving

During a periodic agreement, a co-tenant can end their own tenancy by giving a 21-day termination notice to the landlord and each other co-tenant. Once they vacate by the date in the notice, they are no longer a tenant under the agreement.

During a fixed-term agreement, a co-tenant can try applying to the Tribunal for a termination order to **end their own tenancy in special circumstances**, or to **transfer their tenancy to another person**.

A tenancy can be **transferred** from one person to another, with **written consent** from the landlord. The landlord may refuse, and does not need to have a good reason to withhold consent. However the landlord must not 'unreasonably' refuse consent if the tenants taking over the tenancy include one of the original tenants and one or more additional tenants. See [Factsheet 18: Transfer and sub-letting](#).

For information on **domestic violence** and co-tenancy, see [Domestic Violence and renting: Supplementary Guide](#).

## See also

- [Factsheet 02: Starting a Tenancy](#)
- [Factsheet 09: You want to leave](#)
- [Factsheet 03: Bond](#)
- [Factsheet 11: NSW Civil & Administrative Tribunal](#)
- [Factsheet 12: Domestic violence and renting](#)
- [Factsheet 16: Ending fixed-term tenancy early](#)
- [Factsheet 18: Transfer and sub-letting](#)
- [Factsheet 22: Disaster damage](#)
- [Tips: Negotiating with the landlord](#)
- [Tips: The easy way to claim your bond](#)
- [Tips: Take photos when moving in and out](#)
- [Easy read fact sheet: Moving out](#)
- [Podcast episode: Get me outta here](#)

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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. ©Tenants' Union of NSW

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