

How do I end my tenancy?

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 your lease (also called a 'tenancy agreement') – including how much notice you need to give.

In most cases, you can end your tenancy by giving the landlord/agent **written notice of termination** and **vacating** (i.e. moving out and returning the keys) according to your notice.

How many days notice you need to give depends on what **type of tenancy agreement** you are in, and the **reason** for ending your tenancy (if any). There are certain other requirements for a termination notice to be **valid** (discussed below in 'Giving notice and moving out').

In some cases, you can apply directly to the NSW Civil and Administrative Tribunal (NCAT) for a **termination order** instead of giving notice. See below: 'Ending your tenancy with a legally-specified reason.'

First, what type of lease are you in?

There are two types of residential tenancy agreements:

- **fixed-term** – for a specified time (e.g. 1 year)
- **periodic** – ongoing, rolling month to month, the fixed term has expired or is not specified

At the end of a fixed-term, a tenancy agreement automatically becomes periodic (ongoing), unless it is ended by you or the landlord.

Ending your tenancy *without* a reason

You can end your tenancy without a legally-specified reason. There are different rules depending on whether you are in a **periodic** or **fixed-term** lease (and what stage of the fixed term you are in).

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 move out sooner, but you will need to keep paying rent until the end of the notice period. You can use our [Sample letter: Ending a periodic tenancy agreement](#).

Fixed-term agreement – at end of the fixed term

If you want to end your tenancy **at the end** of the fixed term, you can give a **termination notice** with a **minimum of 14 days notice**. You have to give this notice to the landlord or

agent ('serve' it on them) **before the fixed-term agreement ends**. You can serve the notice 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 later. Vacate by the date in your notice. You can move out sooner, but you keep paying rent until the end of the notice period. You can use our [Sample letter: Ending tenancy at end of fixed-term](#).

If neither you nor the landlord ends the agreement before the fixed term ends, the agreement automatically becomes a periodic (ongoing) agreement.

Fixed-term agreement – during the fixed term

Ending your fixed-term agreement **early** – in other words, ending it **without** a legally-specified reason **during the fixed term** – is called **breaking the lease**. If you want to leave and you don't have one of the legally-specified reasons (which are discussed below in 'Ending your tenancy with a legally-specified reason'), then you need to break the agreement. A **break fee** will apply.

Breaking a fixed-term agreement

There is **no notice period** for breaking a lease, but it is reasonable to give some warning if you can. Write to the landlord/agent and include your name, the address of the property, and the date you will **vacate** (in other words move out and return the keys). See our [Sample letter: Ending tenancy early](#). You do not need the landlord's consent – you end your tenancy by vacating. (The law calls this 'abandoning' the premises.) You must pay rent until the day you vacate. In addition to paying rent until you vacate, a break fee will apply.

How much is the break fee?

For fixed-term tenancy agreements of 3 years or less, the break lease fee is regulated and fixed to the following amounts, depending on which part of the fixed term period you are in:

- If you have been in the tenancy for less than 25% of the fixed term: 4 weeks rent
- If you have been in the tenancy for 25% or more, but less than 50% of the fixed term: 3 weeks rent
- If you have been in the tenancy for 50% or more, but less than 75% of the fixed term: 2 weeks rent
- If you have been in the tenancy for 75% or more of the fixed term: 1 week's rent

The break fee is calculated using weekly rent amounts – it is

a formula set out in the law. It does not mean that you can give the equivalent notice and not pay the break lease fee – however you can still negotiate about it with the landlord.

The landlord/agent may include the break fee in a claim on your bond. For information on how to claim your bond and what the landlord/agent is allowed to claim for, see [Factsheet: Bond](#).

Consider negotiating

You may be able to **negotiate** with the landlord – write to them and tell them you want to leave and how much notice you may be able to give (if any). They may agree to waive the break fee. Put any agreement you reach with the landlord/agent **in writing**. See also [Tips: Negotiating with the landlord](#).

Fixed-term agreements of more than 3 years

To break a fixed-term agreement with an initial contract length of **more than 3 years**, check the terms of your agreement. It is a good idea to get advice from your [local Tenants Advice and Advocacy Service](#). You may have to pay ‘compensation’ to the landlord to cover advertising costs, re-letting fees, and lost rent until a new tenant is found. Your agreement may set a break fee, but the landlord must still make sure they don’t claim more compensation from you than they actually lost. They also need to take all reasonable steps to reduce (or ‘mitigate’) their loss. Keep communicating with the landlord/agent to check if they have been looking for new tenants.

Ending your tenancy *with* a legally-specified reason

If you end your tenancy using one of the **legally-specified reasons** below, you may be able to give a shorter notice period (depending on the reason), and/or **avoid a break fee** if leaving during a fixed term. (Break fees are discussed in the section above). To end your tenancy using a legally-specified reason, you must either:

- give the landlord/agent a written **termination notice** and vacate (i.e. move out and return the keys), **or**
- apply to the **NSW Civil & Administrative Tribunal** for a termination order. If the Tribunal makes the order, it will end your tenancy and specify the day by which you must vacate.

To make sure your termination notice is **valid**, you need to include certain details – such as the reason and the correct notice period. See below ‘Giving notice and moving out’.

The landlord/agent may apply to the Tribunal to dispute your notice. **If the Tribunal rejects your notice** and you have already moved out, it may find that you ‘abandoned’ the premises and require you to pay a relevant break fee.

Breach of agreement by landlord

If you want to end 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).

It is a good idea to get advice from your [local Tenants Advice and Advocacy Service](#) first about what action to take. As an **alternative to terminating**, you could apply for a Tribunal 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 give a termination notice for breach of agreement, **the landlord/agent may apply to the Tribunal to dispute your notice** (usually as part of a bond claim). 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. If you have already moved out, you may be found to have ‘abandoned’ the premises and be required to pay a relevant break fee.

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:

1. the landlord/agent breached the agreement, and
2. the breach is sufficient to justify termination.

When deciding whether the breach is sufficient to justify termination, 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. If you have already moved out, you may be found to have ‘abandoned’ the premises and be required to pay a relevant break fee.

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.

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: Domestic violence and renting](#), and our [sample DVTN – Ending tenancy due to domestic violence](#).

If damage was done to the property **during an incident of domestic violence**, the **offender** can be held responsible for that damage. When you claim your share of the bond at the end of the tenancy, as a victim-survivor you can argue against being liable for damage done during a DV incident. Also, the landlord/agent must not list you on a tenant database.

Premises unusable

You can give an immediate termination notice and vacate if the property:

- is destroyed or becomes wholly or partly uninhabitable, for example due to fire or flood (not due to breach of

- agreement), see [Factsheet: Disaster damage](#), or
- can no longer be lawfully used as a residence, or
- is acquired by compulsory process, for example the government takes the land to build a freeway.

If the landlord has given you a termination notice and you want to leave early

If you are in a **periodic agreement** and you **have received a termination notice** from the landlord/agent, you can end your tenancy at any time before the termination date listed on the notice – by vacating. You stop paying rent from the day you vacate. You are not required to give notice to the landlord/agent, however it is a good idea to inform them, in writing.

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 stop paying rent from the day you vacate – which is also the date you put in your early exit notice. You cannot use an early exit notice if your tenancy was terminated due to breach, or due to unusable premises.

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: Eviction – landlord ends tenancy](#).

Breach of disclosure requirements by landlord

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, **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 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. If you have already moved out the Tribunal may find that you have ‘abandoned’ the premises and require you to pay a relevant break fee. The Tribunal will determine whether the breach of the disclosure rules are, in the circumstances of the case, sufficient to justify termination.

In the rare event that the landlord **has already prepared a contract to sell the property and did not tell you about the sale before you began the tenancy agreement**, you can apply directly to the Tribunal (no notice required) for an order ending your agreement. You can also ask for an order that the landlord compensate you for any costs incurred due to the termination.

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

Rent increase in a 2-year or more fixed term

If you are in 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: 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. You will not have to pay a break fee. 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.

Extraordinary grounds

You can give a minimum 14-day termination notice on any of the following grounds (it is a good idea to get advice first from your [local Tenants Advice and Advocacy Service](#)):

- The landlord wants to **sell the premises and they did not tell you this before entering into the fixed-term tenancy agreement**. See [Factsheet: Sale of rented premises](#) and [Sample letter: Ending tenancy due to sale of premises](#).
- You have accepted a place in **social housing** – [Sample letter: Ending tenancy due to offer of social housing](#).
- You have accepted a place in, or moved into, 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 – see [Factsheet: Asbestos and lead](#).

Vacate according to your notice. The break fee does not apply.

Undue hardship

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

The Tribunal will consider evidence of the special circumstance and your general 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 (up to the amount of the relevant break fee) if you are breaking a fixed-term tenancy early. It is a good idea to get advice first from your [local Tenants Advice and Advocacy Service](#).

Giving notice and moving out

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

The **correct number of days** notice depends on the type of

lease (fixed-term or periodic) and your reason, if any (see the sections above). Days in the notice period are **calendar days**, not working days, and all days of the week are counted, including weekends and public holidays.

The termination notice

A termination notice must:

- be in writing, signed by the tenant (or co-tenants if applicable – see below 'Ending a co-tenancy');
- include the address of the premises;
- include the day by which you will vacate (check how much notice is required in the sections above);
- say the reason (if any); and
- be properly sent or delivered to the landlord/agent – you can do this either by email (to an email address specified in the lease 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.

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 consent of the landlord (and any co-tenants).

Tips when leaving

You are required to leave the property in the same condition as when you started to rent it, except for **normal wear and tear**. It is a good idea to **take photos** when you leave.

You can claim your bond as soon as you have moved out and returned the keys. You do not need to wait for the signature of the landlord/agent. Claim your bond through [Rental Bonds Online](#) if that's how your bond was lodged at the start of the tenancy, or use the [Claim for Refund of Bond money form](#). See also [Tips: The easy way to claim your bond](#).

If the landlord/agent wants to dispute your claim they will need to apply to the NSW Civil and Administrative Tribunal (NCAT).

Some landlords/agents will threaten an unreasonable claim on your bond – and some will not follow through at Tribunal.

If they claim the bond first, and you disagree, you can apply to the Tribunal. The Tribunal will then decide how the bond is paid out.

The bond is your money, and it should all be returned to you, unless the landlord has a **legitimate claim**. Legitimate claims include the reasonable cost of:

- rent or other charges you owe
- repairs – if you, another occupant or a guest has damaged the premises beyond fair wear and tear
- cleaning – if the property has not been left reasonably clean
- replacing locks or other security devices – if you altered, removed or added these without the landlord's consent

See [Factsheet: Bond](#).

Ending a co-tenancy

Co-tenants share the legal responsibility for a tenancy. Sub-tenants, head tenants, boarders and lodgers have different rights and responsibilities. See Factsheets: [Share housing](#) and [Boarders and lodgers](#).

If all co-tenants are leaving

All co-tenants must **jointly** serve the landlord the termination notice (if this is proving difficult, get advice from your [local Tenants Advice and Advocacy Service](#)). Include the appropriate number of days notice as described in the sections above – for example a 21-day termination notice in a periodic agreement, or a 14-day termination notice at the end of a fixed-term agreement.

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.

If one co-tenant leaves but does not end their agreement, they remain jointly liable for the tenancy.

See also Factsheets: [Share housing](#), [Transfer and sub-letting](#) and [Bond](#).

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 – see above: 'Ending your tenancy with a legally-specified reason.'

If you are the **remaining co-tenant** in a fixed-term agreement after another co-tenant has ended their tenancy due to domestic violence, and you are not the relevant domestic violence offender, you can apply to the Tribunal to end your tenancy.

For more information on domestic violence and co-tenants, head tenants and sub-tenants, see [Domestic Violence and renting: Supplementary Guide](#).

Transfer of tenancy

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 one or more co-tenants are going to stay – in other words, if part of the tenancy is being transferred to a new co-tenant.

See also Factsheets: [Share housing](#) & [Transfer and sub-letting](#).

Summary table of reasons and notice periods

For more information about each option in this table, see the sections above.

If in doubt, get advice from your [local Tenants Advice and Advocacy Service](#).

Reason	Minimum notice
No reason at the end of a fixed-term agreement	Give a minimum of 14 days notice. This notice can be given on or before the last day of the fixed term.
No reason during a fixed-term agreement	No minimum notice period. However a break fee will apply for breaking the lease. See above: 'Ending your tenancy <i>without</i> a reason.'
No reason during a periodic (ongoing) agreement	Give a minimum of 21 days notice.
Breach of agreement by landlord	Give a minimum of 14 days notice, or apply to the Tribunal – the Tribunal will decide if/when your tenancy ends.
Domestic violence	No minimum notice period. See Factsheet: Domestic violence and renting
Premises unusable (not because of breach of contract)	No minimum notice period. See Factsheet: Disaster damage
If you have received an eviction notice from the landlord/agent	If you have already received a termination notice from the landlord/agent, then you can: <ul style="list-style-type: none"> • give a minimum 14 day early exit notice at certain points in a fixed-term agreement • vacate early in a periodic agreement. See above in 'Ending your tenancy with a legally specified reason'
Breach of disclosure requirements by landlord/agent	Give a minimum of 14 days notice, or apply to the Tribunal – the Tribunal will decide if/when your tenancy ends.
Rent increase during a fixed term of 2 years or more	Give a minimum of 21 days notice. Note that this is only available when the landlord has increased the rent during a fixed term of 2 years or more .
Extraordinary grounds	Give a minimum of 14 days notice. See above: 'Ending your tenancy with a legally-specified reason – Extraordinary grounds.'
Undue hardship	Apply to the Tribunal – if there are special circumstances and continuing the tenancy would cause you undue hardship. The Tribunal will decide if/when your tenancy ends. See above: 'Ending your tenancy with a legally-specified reason – Undue hardship.'

More info

- Factsheets: [Bond](#), [NSW Civil and Administrative Tribunal](#), [Domestic Violence](#), [Share housing](#), [Transfer and sub-letting](#), [Disaster damage](#), [Starting a Tenancy](#), [Goods left behind](#), [Boarders and lodgers](#).
- Tips: [Negotiating with the landlord](#), [The easy way to claim your bond](#), [Take photos when moving in and out](#)
- Easy read fact sheet: [Moving out](#) • Podcast episode: [Get me outta here](#)
- NSW government: [Ending a tenancy](#), [Giving notice to end a residential tenancy](#), [Minimum notice periods for ending a tenancy](#), [Breaking a fixed-term residential tenancy early](#).

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

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• Inner West	9559 2899
• Northern	9559 2899
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• Illawarra Sth Coast	4276 1939
• Mid Coast	6583 9866
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