

## 11. Ending the tenancy

### Notice

A tenancy will usually be terminated by either the landlord or the tenant giving notice to the other party and the tenant vacates on or after the date specified.

A notice of termination must:

- be in writing
- state the address of the premises
- be signed and dated
- allow the required period of time
- give the actual date on which the tenant is requested, or intends, to move out (Note: do not use words such as 'by' or 'on or before' or 'within 14 days' in the notice)
- give full details of all breaches (if any) or reasons for ending the agreement
- when given to a tenant, include a statement that information about their rights and obligations can be found in the tenancy agreement.

The notice can be posted or given personally. A notice cannot be stuck to or put under a door by the person delivering the notice. The notice period is counted from the day after the notice is served.

### Notice periods

In the last 14 days of the fixed-term period of the agreement, either party can give 14 days notice to end the tenancy. This notice can be served up to and including the last day of the fixed term.

Once the fixed-term period has ended, a tenant is required to give at least 21 days notice, and the landlord must give at least 60 days notice.

#### Important

If the notice is sent by post at least 4 working days (not including the day the notice was sent) should be added to the amount of notice, to allow time for the notice to be delivered. 'Working days' excludes Saturdays, Sundays, public holidays and bank holidays.

### Notice on sale of premises

If the premises are sold and vacant possession is required in the contract of sale, the landlord must give the tenant at least 30 days written notice (after the contracts of sale have been exchanged). This is only applicable to continuing tenancy agreements.

### Notice of breach

A notice of termination may be given at any time if either party seriously or persistently breaches a term of the agreement, or if the tenant is more than 14 days in arrears of rent. At least 14 days notice must be given in writing.

### What if the tenant does not vacate the premises?

It is important to realise that if a tenant does not vacate after a notice of termination is given that an order from the Tribunal must be obtained before possession can be taken. There are very heavy penalties for not obeying this part of the law.

### Breaking an agreement early

If a tenant wants to end their tenancy agreement early they should give as much notice as possible, preferably in writing giving the date they intend to leave and ask for the landlord (or agent) to help find a new tenant.

A landlord can claim compensation for any loss they suffer as a result of a tenant ending the agreement early. Some of the costs a tenant could be liable for include:

- rent until new tenants move in or the existing agreement runs out (whichever happens first)
- a reletting fee (usually 1 week's rent) when the property is let by an agent who charges the landlord a fee for finding new tenants

## Notice of Intention to Leave



1 Name of Tenant/s serving notice  
1/  
2/

5 What are the grounds (reason/s) for giving this notice?

2 Name of Landlord/Agent on which notice is being served  
Metropole Property Management - Sydney

6 I/We intend to give up vacant possession at midnight on:  
/ /

3 Address of the rental premises  
Post

7 Date of this notice  
/ /

4 Is this notice being served with or without grounds (reasons)

With grounds  Go to 5  
Without grounds  Go to 6

8 Tenant 1-Signature

Tenant 2-Signature

**Please Retain A Copy For Your Records**