

How you can end your tenancy

This factsheet looks at how to end your tenancy properly.

If you want to end your tenancy you must do it the correct way. Get it wrong and you could remain responsible for paying the rent, even after you have left.

This factsheet applies to you whether you are a council, housing association or private sector tenant.

Surrender

You and your landlord can agree at any time that your tenancy can end. This is called a 'surrender'. If you are a joint tenant, you need the agreement of the other tenants as well as your landlord in order to surrender the tenancy.

Get your landlord's agreement in writing to avoid any dispute later on. Just putting the keys through the landlord's letter box or abandoning the property does not end your tenancy.

If you don't surrender your tenancy properly, you will remain liable to pay the rent.

Fixed-term tenancy

If you have a fixed-term tenancy (eg an agreement for 6 or 12 months) you can only end it before the fixed-term ends if you:

- have a break clause in your tenancy agreement that lets you give notice to end the agreement early, or
- agree to 'surrender' the tenancy.

If you are a joint tenant you will need the agreement of the other tenants to use these options unless your tenancy says otherwise.

Last day of fixed-term tenancy

You can usually leave on the last day of your fixed-term agreement without giving your landlord notice.

It is always best to let your landlord know if this is what you intend to do because it can help to avoid any arguments, for example, about the return of your deposit.

If you (or someone who is a joint tenant with you) stay even a day longer than the last day of your fixed term agreement, you must end your tenancy using one of the other ways in this factsheet.

No fixed term

If your tenancy is not for a fixed term, or if the fixed term has ended, you can end the tenancy by giving your landlord a valid notice to quit (NTQ). To be valid the notice to quit must:

- be in writing
- give at least four weeks' notice, or a month if you have a monthly tenancy. Your tenancy agreement may say you must give more notice
- expire on the first or last day of a period of the tenancy – unless your tenancy agreement says otherwise. Tenancies that are not fixed-term run from period to period, eg month to month. The first day of a period is usually the day your rent is due. But it can be difficult to be sure what is the first day of a period of the tenancy so you may need to get advice.

If you are a joint tenant you can end a tenancy that does not have a fixed-term without the agreement of the other joint tenants by giving your landlord a valid notice to quit. Be aware this could end the other tenants' right to stay in the property.

You can also agree to 'surrender' the tenancy.

Joint tenants

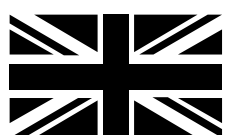
Sometimes it's difficult to be sure if you are a joint tenant.

If you and those you live with signed one tenancy agreement with the landlord when you moved in, you will have a joint tenancy agreement. If each person in your household signed a separate agreement with the landlord, you are likely to have separate tenancies. For more information see the factsheet *Joint tenants*.

Further advice

You can get further advice from Shelter's free* housing advice helpline (0808 800 4444), a local Shelter advice service or local Citizens Advice office, or by visiting shelter.org.uk/advice or adviceguide.org.uk

*Calls are free from UK landlines and main mobile networks.



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Note
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